

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKEDDA HOLDINGS, INC.		10/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	81 Bay Street, 10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97576332	SKEDDA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2158908		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	10/27/2023		
Total Attachments: 7			
source=CIBC_Skedda Holdings_ IP Security Agreement (10.2023)#page1.tif			
source=CIBC_Skedda Holdings_ IP Security Agreement (10.2023)#page2.tif			
source=CIBC_Skedda Holdings_ IP Security Agreement (10.2023)#page3.tif			
source=CIBC_Skedda Holdings_ IP Security Agreement (10.2023)#page4.tif			

OP \$40.00 97576332

source=CIBC_Skedda Holdings_ IP Security Agreement (10.2023)#page5.tif

source=CIBC_Skedda Holdings_ IP Security Agreement (10.2023)#page6.tif

source=CIBC_Skedda Holdings_ IP Security Agreement (10.2023)#page7.tif

TRADEMARK

REEL: 008241 FRAME: 0124

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 27, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and SKEDDA HOLDINGS, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank, Skedda, Inc. and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is made for collateral purposes only. At such time as the Bank’s obligation to provide Advances under the Loan Agreement has terminated and all Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist and any other obligations which, by their express terms, are to survive the termination of the Loan Agreement) have been indefeasibly paid in full and performed, the Bank shall promptly execute and deliver to the Grantors, at the Grantors’ request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary or advisable to terminate the security interest of the Bank in the Intellectual Property, subject to any disposition thereof which may have been made by the Bank pursuant to the terms hereof or of the Loan Agreement.

4. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o Skedda Holdings, Inc.
4801 Main Street, Suite 700
Kansas City, MO 64112
Attention: Mark Gentry; Joe Onofrio
Email: mark.gentry@skedda.com;
joe@fiveelms.com

GRANTOR:

SKEDDA HOLDINGS, INC.

By: 
Name: Mark Gentry
Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji
Email: Imran.Premji@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o Skedda Holdings, Inc.
4801 Main Street, Suite 700
Kansas City, MO 64112
Attention: Mark Gentry; Joe Onofrio
Email: mark.gentry@skedda.com;
joe@fiveelms.com

GRANTOR:

SKEDDA HOLDINGS, INC.

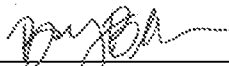
By: _____
Name: Mark Gentry
Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji
Email: Imran.Premji@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Brittany Blanco
Title: Assistant General Manager

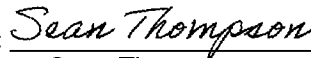
By:  _____
Name: Sean Thompson
Title: Assistant General Manager

EXHIBIT A
COPYRIGHTS



NONE.

EXHIBIT B

PATENTS

NONE.

EXHIBIT C
TRADEMARKS

Company <i>(Owner of Trademark)</i>	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Skedda Holdings, Inc.	SKEDDA	SN: 97/576,332	9/2/2022
Skedda Holdings, Inc.	SKEDDA and Design 	RN: 1,686,138	4/15/2015
Skedda Holdings, Inc.	SKEDDA and Design 	RN: 2,108,529	8/2/2020