

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850619

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Secured Party to Customers Bank previously recorded on Reel 007339 Frame 0232. Assignor(s) hereby confirms the Security Interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chain.io, Inc.		11/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	40 General Warren Blvd, Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4142346	CHAIN.IO	
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:	919-838-2048		
Email:	anliles@smithlaw.com		
Correspondent Name:	Allison Liles		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Allison Liles		
SIGNATURE:	/s/ Allison Liles		
DATE SIGNED:	11/02/2023		
Total Attachments: 7			
source=Cover Sheet#page1.tif			
source=Customers - Chain.io - A&R IPSA (Executed)#page1.tif			
source=Customers - Chain.io - A&R IPSA (Executed)#page2.tif			
source=Customers - Chain.io - A&R IPSA (Executed)#page3.tif			
source=Customers - Chain.io - A&R IPSA (Executed)#page4.tif			

CH \$40.00 4142346

source=Customers - Chain.io - A&R IPSA (Executed)#page5.tif

source=Customers - Chain.io - A&R IPSA (Executed)#page6.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHAIN.IO, INC.		06/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4142346	CHAIN.IO	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	(919) 838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire / Smith Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		
DATE SIGNED:	06/29/2021		
Total Attachments: 6			
source=Chain.io - IPSA (Executed)#page1.tif			
source=Chain.io - IPSA (Executed)#page2.tif			
source=Chain.io - IPSA (Executed)#page3.tif			
source=Chain.io - IPSA (Executed)#page4.tif			

CH \$40.00 4142346

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of November 1, 2023 by and between CUSTOMERS BANK (“Bank”) and CHAIN.IO, INC. (“Grantor”).

RECITALS

A. Bank (as successor in interest to Signature Bank) and Grantor are parties to that certain Loan and Security Agreement dated June 29, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of August 1, 2022, and that certain Second Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be further amended, restated or otherwise modified from time to time, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank (as successor in interest to Signature Bank) a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral and, pursuant to the terms of that certain Intellectual Property Security Agreement dated June 29, 2021 by and between Bank (as successor in interest to Signature Bank) and Grantor (the “Original IPSA”), Grantor has granted to Bank a security interest in its Intellectual Property Collateral.

C. Bank and Grantor desire to amend and restate the terms of the Original IPSA in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1518 Walnut Street, Suite 1510
Philadelphia, PA 19102
Attn: Brian Glick

GRANTOR:

CHAIN.IO, INC.

By: 

Name: Brian Glick

Title: CEO

Address of Bank:

701 Reading Avenue
West Reading, PA 19611
Attn: Kevin Johnson and Matthew Hanusik

BANK:

CUSTOMERS BANK

By: _____

Name: _____

Title: _____

[Signature Page to Amended and Restated IPSA]

TRADEMARK
REEL: 008247 FRAME: 0054

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1518 Walnut Street, Suite 1510
Philadelphia, PA 19102
Attn: Brian Glick

CHAINJO, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

701 Reading Avenue
West Reading, PA 19611
Attn: Kevin Johnson and Matthew Hanusik

CUSTOMERS BANK

By:  _____

Name: Adam Glick _____

Title: SVP _____

[Signature Page to Amended and Restated IPSA]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

	<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
chain.io	(standard character mark)	4142346	5/15/2012
Chain.io		98113309	8/2/2023