

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM851743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NOVVI LLC		11/06/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	H&R GROUP US, INC.		
<b>Street Address:</b>	2925 Briarpark Drive, Suite 200		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77042		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6893884	PURENOVA	
<b>Registration Number:</b>	6733063	T3RRA OIL	
<b>Registration Number:</b>	6494808	LUXTRA	
<b>Registration Number:</b>	6533693	NOVALENE	
<b>Registration Number:</b>	6431711	NOVASOLV	
<b>Registration Number:</b>	5988282	SYNNOVA	
<b>Registration Number:</b>	4656160	NOVVI	
<b>Registration Number:</b>	4656158	NOVVI	
<b>Serial Number:</b>	97675588	NOVALON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2149994283		
<b>Email:</b>	ttran@foley.com		
<b>Correspondent Name:</b>	TUAN TRAN/ FOLEY & LARDNER LLP		
<b>Address Line 1:</b>	2021 McKinney Avenue		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		

OP \$240.00 6893884

<b>ATTORNEY DOCKET NUMBER:</b>	134854-0102
<b>NAME OF SUBMITTER:</b>	TUAN TRAN
<b>SIGNATURE:</b>	/TUAN TRAN/
<b>DATE SIGNED:</b>	11/07/2023

**Total Attachments: 5**

source=Novvi - H&R Group - Intellectual Property Security Agreement (Trademarks) [execution]  
[11.06.2023]#page1.tif

source=Novvi - H&R Group - Intellectual Property Security Agreement (Trademarks) [execution]  
[11.06.2023]#page2.tif

source=Novvi - H&R Group - Intellectual Property Security Agreement (Trademarks) [execution]  
[11.06.2023]#page3.tif

source=Novvi - H&R Group - Intellectual Property Security Agreement (Trademarks) [execution]  
[11.06.2023]#page4.tif

source=Novvi - H&R Group - Intellectual Property Security Agreement (Trademarks) [execution]  
[11.06.2023]#page5.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)**

NOVEMBER 6, 2023

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (as it may be amended, restated, or modified from time to time, the “*Agreement*”), entered into as of the date written above, made by NOVVI LLC, a Delaware limited liability company (the “*Grantor*”), in favor of H&R GROUP US, INC., a Colorado corporation (the “*Secured Party*”).

RECITALS:

WHEREAS, Grantor issued to Secured Party a Non-Revolving Senior Secured Note, dated as of the date written above in an aggregate principal amount of up to \$10,000,000 (as it may be amended, restated, or modified from time to time, the “*Note*”).

WHEREAS, in connection with the issuance of the Note, the Grantor and Secured Party are entering into a Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as it may be amended, restated, or modified from time to time, the “*Security Agreement*”).

WHEREAS, Grantor is entering into this Agreement in order to, among other things, induce Secured Party to loan money to Grantor pursuant to the Note on the terms set forth therein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.
2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Note and the other Note Documents (the “*Obligations*”), a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):
  - a. all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Schedule I hereto;
  - b. all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
  - c. all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other

violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. **Security for Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Secured Party.
4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart.

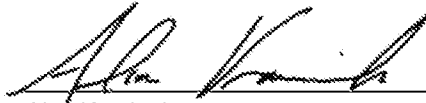
**[Remainder of Page Intentionally Left Blank  
Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

**GRANTOR:**

**NOVVI LLC**, a Delaware limited liability company

By:   
Name: Jason Wells  
Title: President

By:   
Name: Alan Kominek  
Title: Vice President of Opeations


**SECURED PARTY:**

**H&R GROUP US, INC.,**  
a Colorado corporation



By: \_\_\_\_\_  
Name: Niels H. Hansen  
Title: Managing Director

**SCHEDULE I****TRADEMARKS, TRADEMARK APPLICATIONS, AND TRADEMARK LICENSES**

<b>Trademarks and Trademark Applications</b>					
<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Application No.</b>	<b>Application Date</b>
US	PURENOVA	6893884	08 Nov 2022	97068211	11 Oct 2021
US	T3RRA OIL	6733063	24 May 2022	90448326	05 Jan 2021
US	LUXTRA	6494808	21 Sep 2021	90090448	03 Aug 2020
US	NOVALENE	6533693	26 Oct 2021	90090430	03 Aug 2020
US	NOVASOLV	6431711	27 Jul 2021	90089098	03 Aug 2020
US	SYNNOVA	5988282	18 Feb 2020	88419275	07 May 2019
US	 (Design Mark)	4656160	16 Dec 2014	86273352	06 May 2014
US	NOVVI	4656158	16 Dec 2014	86273325	06 May 2014
US	NOVALON	n/a (Application Pending)	n/a	97675588	14 Nov 2022

**TRADEMARK LICENSES**