

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857645

<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>
PRO-FICIENCY, LLC		10/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4940923	PRODOCTOR	
<b>Registration Number:</b>	4816636	PROPATIENT	
<b>Registration Number:</b>	5434283	PROCT	
<b>Registration Number:</b>	5514987	PRO-FICIENCY	
<b>Registration Number:</b>	5514988	PRO-FICIENCY	
<b>Registration Number:</b>	7070172	VIRTUAL-IM	
<b>Registration Number:</b>	6317650	VIRTUAL-SIV	
<b>Serial Number:</b>	90096634	PRO-STUDY	
<b>Serial Number:</b>	97603776	PRO-ACTIVE PROTOCOL	
<b>Serial Number:</b>	97642173	NUCLEUS	
<b>Serial Number:</b>	98008546	EMENTORING	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		

OP \$290.00 4940923

**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 2159844 TM

**NAME OF SUBMITTER:** Yvette Stohler

**SIGNATURE:** /Yvette Stohler/

**DATE SIGNED:** 12/01/2023

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 31, 2023 (the “*Agreement*”) between **WESTERN ALLIANCE BANK**, an Arizona corporation (“*Lender*”) and **PRO-FICIENCY, LLC**, a Delaware limited liability company (“*Grantor*”) is made with reference to the Loan and Security Agreement, dated as of October 31, 2023 (as amended from time to time, the “*Loan Agreement*”), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the “*Intellectual Property Collateral*”):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “*Copyrights*”), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the “*Trademarks*”), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “*Patents*”), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the “*Mask Works*”);

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.


The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**PRO-FICIENCY, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Michael Raymer


Title: Chief Executive Officer

Address for Notices:

PRO-FICIENCY, LLC  
4242 Six Forks Road, Suite 1550  
Raleigh, NC 27609  
Attn: Wesley Stewart; Margaret Richardson  
Email: wesley.stewart@pro-ficiency.com  
margaret.richardson@pro-ficiency.com

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By:  \_\_\_\_\_

Name: Victor Le

Title: Senior Director

Address for Notices:

WESTERN ALLIANCE BANK  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: brian.mccabe@bridgebank.com


**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
PRODOCTOR	86730605	4940923		August 20, 2015
PROPATIENT	86473555	4816636		December 8, 2014
PROCT	87253153	5434283		December 1, 2016
PRO-FICIENCY	87438937	5514987		May 5, 2017
PRO-FICIENCY and Design 	87438952	5514988		May 5, 2017
VIRTUAL-IM	90095254	7070172		August 5, 2020
VIRTUAL-SIV	90095224	6317650		August 5, 2020
PRO-STUDY	90096634			August 6, 2020
PRO-ACTIVE PROTOCOL	97603776			September 23, 2022
NUCLEUS	97642173			October 21, 2022
EMENTORING	98008546			May 23, 2023

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>