

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ironclad, Inc.		12/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Bank, Ltd.		
Street Address:	2882 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97437567	IRONCLAD	
Serial Number:	97441645	I	
Registration Number:	5930245	I	
Registration Number:	5930246	IRONCLAD	
Registration Number:	6052109	ICC	
Registration Number:	6880053	STATE OF DIGITAL CONTRACTING	
Registration Number:	6068338	PACTSAFE	
Registration Number:	4551807	PACTSAFE	
Serial Number:	97037761	SNAPSHOTS	
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:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2184732 TM		

OP \$240.00 97437567

NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	12/06/2023
Total Attachments: 14 source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page1.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page2.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page3.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page4.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page5.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page6.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page7.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page8.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page9.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page10.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page11.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page12.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page13.tif source=MUFG Bank - Ironclad - Intellectual Property Security Agreement (11.2023)(Executed)#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 5, 2023 (the "Agreement") between **MUFG Bank, Ltd.** (the "Bank") and **Ironclad, Inc.**, a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of December 5, 2023 (as amended from time to time, the "Loan Agreement"), by and between the Bank 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 the Bank 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 or 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 the Bank 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 the Bank as a matter of law or equity. Each right, power and remedy of the Bank 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 the Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by the Bank of any other rights, powers or remedies.

This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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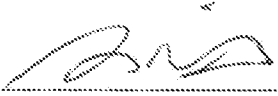
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

GRANTOR:

LENDER:

IRONCLAD, INC.

MUFG BANK, LTD.

By: 

By:

Name: Jason Boehmig

Name: Natalie Perez

Title: Chief Executive Officer and Secretary

Title: Vice President

Address for Notices:

Attn: Legal Department
Prior to December 31, 2023:
71 Stevenson Street, Suite 600
San Francisco, CA 94105
Following December 31, 2023:
650 California Street, 10th Floor
San Francisco, CA 94108
email: legal@ironcladhq.com

Address for Notices:

Attn: Natalie Perez
2882 Sand Hill Road
Menlo Park, CA 94025
email: nperez@us.mufg.jp

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

GRANTOR:

IRONCLAD, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Legal Department

Prior to December 31, 2023:

71 Stevenson Street, Suite 600

San Francisco, CA 94105

Following December 31, 2023:

650 California Street, 10th Floor

San Francisco, CA 94108

email: legal@ironcladhq.com

LENDER:

MUFG BANK, LTD.

By:  _____

Name: Natalie Perez

Title: Vice President

Address for Notices:

Attn: Natalie Perez

2882 Sand Hill Road

Menlo Park, CA 94025

email: nperez@us.mufg.jp

[Signature Page to Intellectual Property Security Agreement]

DMS 40611900

TRADEMARK
REEL: 008280 FRAME: 0218

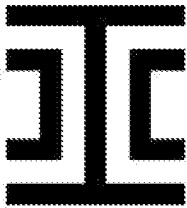
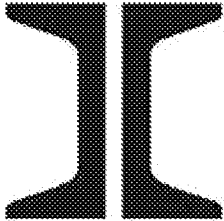
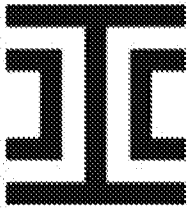
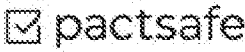
EXHIBIT A
COPYRIGHTS

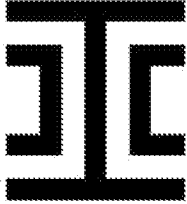
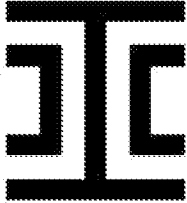
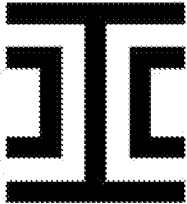
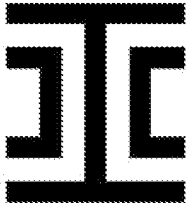
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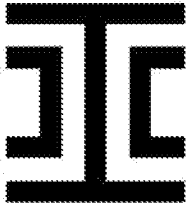
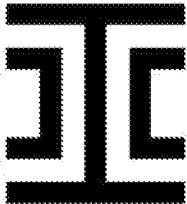
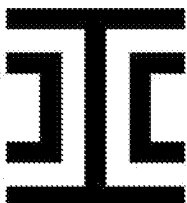
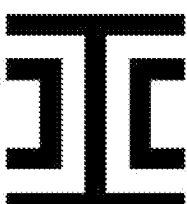
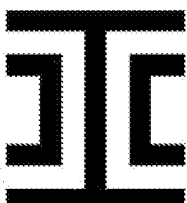
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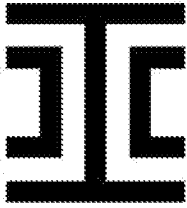
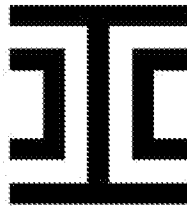
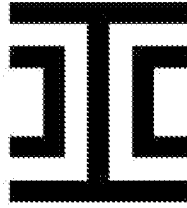
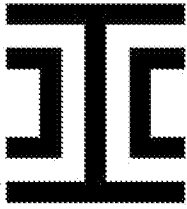
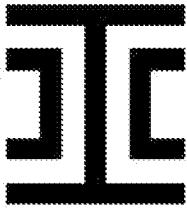
EXHIBIT B
TRADEMARKS

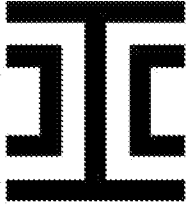
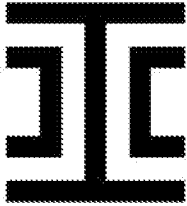
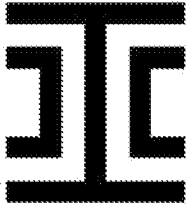

Please Check if No Trademarks Exist

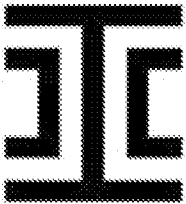
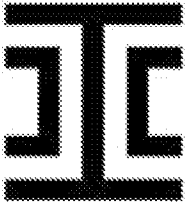
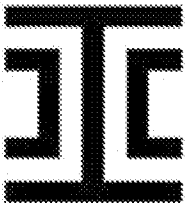
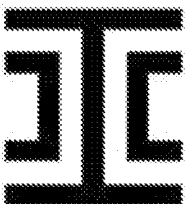
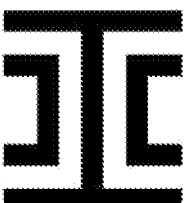
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UNITED STATES	IRONCLAD	97/437,567		13064/37281	6/1/2022
UNITED STATES	IRONCLAD I DESIGN 	97/441,645			6/3/2022
UNITED STATES	IRONCLAD I DESIGN (OLD DESIGN) 	88/176,625	5,930,245	13064/24745	10/31/2018
UNITED STATES	IRONCLAD	88/176,629	5,930,246	13064/24745	10/31/2018
UNITED STATES	IRONCLAD I DESIGN 	88/633,491	6,052,109	10364/24745	9/27/2019
UNITED STATES	STATE OF DIGITAL CONTRACTING	97/324,890	6,880,053	13064-34745	3/22/2022
UNITED STATES	CHECKMARK PACTSAFE 	88/671,808	6,068,338	T33102US00	10/29/2019

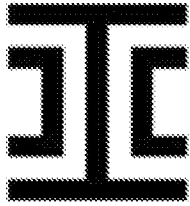
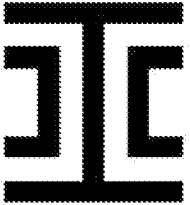
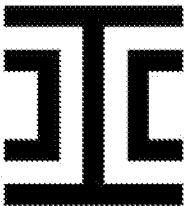
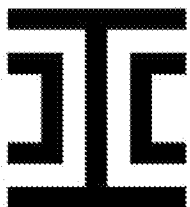
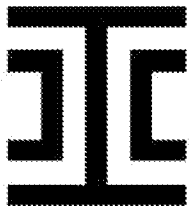
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UNITED STATES	PACTSAFE	86/115,090	4,551,807	T33103US00	11/11/2013
UNITED STATES	SNAPSHOTS	97/037,761			9/21/2021
UNITED KINGDOM	IRONCLAD	UK00003854818	UK00003854818		11/30/2022
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UKRAINE	IRONCLAD	m202214646			11/30/2022
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SOUTH KOREA	IRONCLAD	40-2022-0221149			12/1/2022
SOUTH KOREA	IRONCLAD I DESIGN	40-2022-0221150			12/1/2022

<u>Country</u>	<u>Mark / Title:</u>	<u>Application Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
					
SOUTH AFRICA	IRONCLAD	2022/36796			11/30/2022
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SOUTH AFRICA	IRONCLAD I DESIGN 	2022/36780			11/30/2022
NEW ZEALAND	IRONCLAD	1225178	1225178		11/29/2022
NEW ZEALAND	IRONCLAD I DESIGN 	1225181	1225181		11/29/2022
MEXICO	IRONCLAD	2856143			11/30/2022
MEXICO	IRONCLAD I DESIGN	2856146			11/30/2022

<u>Country</u>	<u>Mark / Title:</u>	<u>Application Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
					
MEXICO	IRONCLAD	2856144	2535085		11/30/2022
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JAPAN	IRONCLAD	2022-137157			12/1/2022
JAPAN	IRONCLAD I DESIGN 	2022-137158			12/1/2022
ISRAEL	IRONCLAD	358,773			12/5/2022
ISRAEL	IRONCLAD I DESIGN 	358,778			12/5/2022
INDIA	IRONCLAD	5705333			12/1/2022

<u>Country</u>	<u>Mark / Title:</u>	<u>Application Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
INDIA	IRONCLAD I DESIGN 	5705334			12/1/2022
HONG KONG	IRONCLAD	306119794	306119794		11/30/2022
HONG KONG	IRONCLAD I DESIGN 	306119802	306119802		11/30/2022
EUROPEAN UNION (EUTM & RCD)	IRONCLAD	018803669	018803669		11/30/2022
EUROPEAN UNION (EUTM & RCD)	IRONCLAD I DESIGN 	018803670	018803670		11/30/2022
CHINA	IRONCLAD AND DESIGN 	34227675	34227675		10/24/2018
CHINA	IRONCLAD	34199549	34199549		10/23/2018
CHINA	IRONCLAD I DESIGN	71160786			4/25/2023

<u>Country</u>	<u>Mark / Title:</u>	<u>Application Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
					
CHINA	IRONCLAD	68652963	68652963		12/1/2022
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CHINA	IRONCLAD I DESIGN 	68660699			12/1/2022
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CHINA	IRONCLAD I DESIGN 	70722006			4/6/2023
CHINA	IRONCLAD I DESIGN	74011299			9/11/2023

<u>Country</u>	<u>Mark / Title:</u>	<u>Application Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
					
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BRAZIL	IRONCLAD I DESIGN 	928809412			11/30/2022
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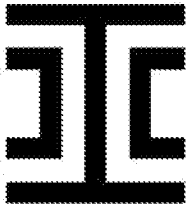
<u>Country</u>	<u>Mark / Title:</u>	<u>Application Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
					

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>
SNAPSHOT CAPTURE OF COMPUTING DEVICE USER INTERFACES	US 11,593,132 B1	US 17/731,192	ISSUED AND PUBLISHED	FEBRUARY 28, 2023
SNAPSHOT CAPTURE OF COMPUTING DEVICE USER INTERFACES		US 18/114,418 (CONTINUATION of US 11,593,132)	PUBLISHED, US 2023/0350700; ISSUE FEE PAID	
Rivet GENERATING, CONFIGURING, AND USING CHAINS OF ARTIFICIAL INTELLIGENCE AGENTS		Serial no. 63/509,751		
Snapshot Capture of Computing Device User Interfaces		International Application No. PCT/US2023/019243 (PCT of US 11,593,132)	PUBLISHED, WO202321175 4A1	
Using machine learning models to analyze contractual terms and clauses in legal contract, to recommend edits, and to make changes to a		Serial no. 18/467,363	NON- PUBLICATION REQUEST FILED;	

workflow (AI playbooks & redline assist)				
Smart Detection of and Templates for Contract Edits in a Workflow		Serial no. 17/505,470	NON-PUBLICATION REQUEST FILED; ALLOWED, ISSUE FEE AND CONTINUATION TO BE FILED 12/11	
Interface and tool for configuring contract workflow		Serial no. 17/003,706	NON-PUBLICATION REQUEST FILED;	
Automatic Intake of Electronic Message Content and Attachments into Contract Workflow		Serial no. 17/003,688	NON-PUBLICATION REQUEST FILED; ALLOWED, ISSUE FEE AND CONTINUATION TO BE FILED 11/30	