

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861498

<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>
CERTIFID, INC.		12/15/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	81 Bay Street, 10th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 1E7		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5854950	CERTIFID	
<b>Registration Number:</b>	5732045	CERTIFID	
<b>Registration Number:</b>	5566672	CERTIFID WIRE FRAUD STOPS HERE	
<b>Registration Number:</b>	5566671	CERTIFID WIRE FRAUD STOPS HERE	
<b>Registration Number:</b>	5566670	CERTIFID	
<b>Registration Number:</b>	5566669	CERTIFID	
<b>Registration Number:</b>	5536739		
<b>Registration Number:</b>	5371307	CERTIFID	
<b>Registration Number:</b>	5397488	CERTIFID	
<b>Registration Number:</b>	5381917	CERTIFID	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		

OP \$265.00 5854950

<b>ATTORNEY DOCKET NUMBER:</b>	2212559
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	12/15/2023

**Total Attachments: 6**

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source=CIBC\_CertifID\_ IP Security Agreement (12.2023)#page6.tif

## 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 December 15, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and CERTIFID, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Bank, Grantor and certain other parties 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 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.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

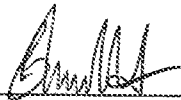
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

3601 South Congress Ave.  
Suite D200  
Austin, TX 78704  
Attention: Ben Warren, CFO

GRANTOR:

CERTIFID, INC.

By:   
Name: Ben Warren  
Title: Chief Financial 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](mailto: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:

3601 South Congress Ave.  
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Attention: Ben Warren, CFO

GRANTOR:

CERTIFID, INC.

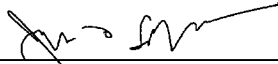
By: \_\_\_\_\_  
Name: Ben Warren  
Title: Chief Financial Officer

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](mailto:Imran.Premji@cibc.com)

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_  
Name: Jonathan Schupack  
Title: Assistant General Manager


By:  \_\_\_\_\_  
Name: John Turner  
Title: Assistant General Manager

EXHIBIT A  
COPYRIGHTS







<b>Copyrights / Copyright Application</b>	<b>Copyright No. / Application No.</b>	<b>Issue Date / Application Date</b>
None.		

EXHIBIT B

PATENTS

<b>Description</b>	<b>Patent/Application Number</b>	<b>Issue Date / Application Date</b>
VERIFYING PARTY IDENTITIES FOR SECURE TRANSACTIONS	Application No.: 17/151,591 Patent No.: N/A Jurisdiction: United States	Filing Date: January 18, 2021 Issue Date: N/A
VERIFYING PARTY IDENTITIES FOR SECURE TRANSACTIONS	Application No.: 15/872,656 Patent No.: 10,911,441 Jurisdiction: United States	Filing Date: January 16, 2018 Issue Date: February 2, 2021

EXHIBIT C  
TRADEMARKS

Description	Registration/ Serial Number	Registration/ Application Date
CERTIFID	88/072,425 5,854,950 United States	August 9, 2018 September 10, 2019
 <b>CERTIFID</b>	88/072,403 5,732,045 United States	August 9, 2018 April 23, 2019
 <b>CERTIFID</b> WIRE FRAUD STOPS HERE	87/430,599 5,566,672 United States	April 28, 2017 September 18, 2018
 <b>CERTIFID</b> WIRE FRAUD STOPS HERE	87/430,575 5,566,671 United States	April 28, 2017 September 18, 2018
 <b>CERTIFID</b>	87/430,562 5,566,670 United States	April 28, 2017 September 18, 2018
 <b>CERTIFID</b>	87/430,548 5,566,669 United States	April 28, 2017 September 18, 2018
	87/430,526 5,536,739 United States	April 28, 2017 August 7, 2018
CERTIFID	87/224,107 5,371,307 United States	November 2, 2016 January 2, 2018
CERTIFID	87/224,036 5,397,488 United States	November 2, 2016 February 6, 2018
CERTIFID	87/224,018 5,381,917 United States	November 2, 2016 January 16, 2018