

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863216

<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>
ClearForce, Inc.		12/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	8350 Broad Street, Suite 1825		
<b>City:</b>	Tysons		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86738859	CLEARFORCE	
<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>	16197040689		
<b>Email:</b>	gmorris@gcalaw.com		
<b>Correspondent Name:</b>	Gregori Morris		
<b>Address Line 1:</b>	7831 Modern Oasis Drive		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92108		
<b>NAME OF SUBMITTER:</b>	Gregori M. Morris		
<b>SIGNATURE:</b>	/Gregori M. Morris/		
<b>DATE SIGNED:</b>	12/22/2023		
<b>Total Attachments: 6</b>			
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OP \$40.00 86738859

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 22, 2023 (the “Agreement”), between WESTERN ALLIANCE BANK, an Arizona corporation (“Lender”) and CLEARFORCE, INC., a Delaware corporation (“Grantor”), is made with reference to the Loan and Security Agreement, dated as of December 22, 2023 (as amended from time to time, the “Loan Agreement”), among Lender, CJV Venture Holdings, LLC, 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 or authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held (collectively, the “Copyrights”), including the Copyrights described in Exhibit A;

(b) trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (“Excluded Intellectual Property Collateral”); provided, that if and when any property shall cease to be Excluded Intellectual Property Collateral, such property shall be deemed at all times from and after such date to constitute Intellectual Property Collateral and a security interest shall attach to such Intellectual Property Collateral.

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.

Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend the exhibits thereto shall be a breach of this Agreement or the Loan Agreement, or in any way affect, invalidate or detract from Lender's continuing security interest in all Intellectual Property Collateral, whether or not listed on the exhibits thereto.

[Signature page follows.]

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

**GRANTOR:**

CLEARFORCE, INC., a Delaware corporation

By: DocuSigned by:  
THOMAS J MILLER  
3A9510AED149421

Name: Thomas J. Miller

Title: Chief Executive Officer

Address for Notices:

Attn: Tom Miller  
8000 Towers Crescent Drive, Suite 1525  
Vienna, VA 22182  
Tel:  
Email:

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: DocuSigned by:  
Brian McCabe  
BECCD140AEFE189...

Name: Brian McCabe

Title: Senior Director

Address for Notices:

Attn: Kaitlyn Paonessa  
8350 Broad Street, Suite 1825  
Tysons, VA 22102  
Tel: (703) 547-8192  
Email: kpaonessa@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>Pre - registered?</u>
Text	ApprissUtility.		TX0008342588	6-30-2016	
Text	CaseDetailsEmployeeStatus.		TX0008342539	6-30-2016	
Computer File	Cases.		TX0008342521	6-30-2016	
Computer File	FinancialController.		TX0008342536	6-30-2016	
Computer File	FinancialInquiry.		TX0008342528	6-30-2016	
Computer File	LegalController.		TX0008342513	6-30-2016	
Computer File	LegalResponse.		TX0008342515	6-30-2016	
Computer File	RiskFactor.		TX0008342544	6-30-2016	

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>
CLEARFORCE	86738859	5223833		8-27-2015

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>
Systems and Methods for Providing Access Security, Anonymization, and Compliance Evaluation for Enterprise Data	20220067208	17461690	Published	3-03-2022
Systems and Methods for Electronically Monitoring Employees to Determine Potential Risk	20210295221	17339512	Published	9-23-2021
Systems and Methods for Electronically Monitoring Employees to Determine Potential Risk	20170061345	15248372	Published	3-02-2017