

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863229

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Devlos Software Inc.		12/21/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	595 Bay Street, 7th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2M8		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5658927	SOLUNO	
<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>	Stewart Walsh		
<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		
<b>ATTORNEY DOCKET NUMBER:</b>	2218011		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	12/22/2023		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of December 21, 2023, between DEVLOS SOFTWARE INC., a Canadian corporation (“**Grantor**”), and CANADIAN IMPERIAL BANK OF COMMERCE (“**CIBC**”) as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, “**Agent**”) for and on behalf of the banks and other financial institutions or entities (collectively, the “**Lenders**”) from time to time party to the below referenced Credit Agreement.

### RECITALS

A. CIBC, as Agent and as a Lender, the other Lenders, Grantor, and the other loan parties from time to time party thereto are, *inter alios*, entering into an Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Obligations are secured by the Collateral, as defined in the Credit 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 Credit Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in its Intellectual Property, to the extent constituting Collateral. 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 Agent 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, THE OTHER LOAN DOCUMENTS, AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.** This Section 3 shall survive the Discharge of Obligations.

4. This Agreement is a Loan Document. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Address of Grantor:

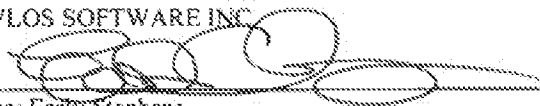
ACTIONSTEP INC.  
c/o ActionStep Limited  
29 Customs Street West  
Auckland, New Zealand  
Attention: Roger Maloch  
E-Mail: roger.maloch@actionstep.com

Address of Agent:

Canadian Imperial Bank of Commerce  
Credit Processing Services  
595 Bay Street, 7<sup>th</sup> Floor  
Toronto, Ontario M5G 2M8  
Attention: Aaron Ren; Vasa Ratnam; Jonathan Schupack;  
Ian Curry  
E-Mail: Aaron.Ren@cibc.com; Vasa.Ratnam@cibc.com;  
mailbox.innovation@cibc.com;  
jonathan.schupack@cibc.com;  
ian.curry@cibc.com

GRANTOR:

DEVLOS SOFTWARE INC.

By:   
Name: Early Stephens  
Title: President

AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

Address of Grantor:

DEVLOS SOFTWARE INC.  
c/o Action Holdings II LLC  
44 Montgomery Street, Suite 3450  
San Francisco, CA 94101  
Attention: Roger Maloch  
E-Mail: roger.maloch@actionstep.com

GRANTOR:

DEVLOS SOFTWARE INC.

By: \_\_\_\_\_  
Name: Early Stephens  
Title: President

Address of Agent:

Canadian Imperial Bank of Commerce  
Credit Processing Services  
595 Bay Street, 7<sup>th</sup> Floor  
Toronto, Ontario M5G 2M8  
Attention: Aaron Ren; Vasa Ratnam; Jonathan Schupack;  
Ian Curry  
E-Mail: Aaron.Ren@cibc.com; Vasa.Ratnam@cibc.com;  
mailbox.innovation@cibc.com;  
jonathan.schupack@cibc.com;  
ian.curry@cibc.com

AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

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

By: \_\_\_\_\_  
Name: Ian Curry  
Title: Authorized Signatory

EXHIBIT A  
COPYRIGHTS

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

EXHIBIT B

PATENTS

Description	Patent/Application No.	Issue/Application Date
NONE		



EXHIBIT C

TRADEMARKS

Description	Registration No.	Registration Date	Application/Serial No.	Application Date
Soluno	5658927	1/22/2019	87548167	7/29/2017