TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM863364

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INCORTA, INC.		12/22/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: TEXAS		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6862398	INCORTA DIRECT DATA PLATFORM
Registration Number:	6225933	INCORTA
Registration Number:	6726604	DIRECT DATA MAPPING

CORRESPONDENCE DATA

Fax Number: 2136272579

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.

Phone: 2134579864

Email: dkay@mcguirewoods.com

Correspondent Name: Don Kay

355 S. Grand Avenue, Suite 4200 Address Line 1: Los Angeles, CALIFORNIA 90071 Address Line 4:

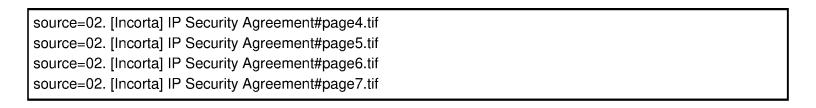
ATTORNEY DOCKET NUMBER:	2067147-0037
NAME OF SUBMITTER:	Don Kay
SIGNATURE:	/Don Kay/
DATE SIGNED:	12/22/2023

Total Attachments: 7

source=02. [Incorta] IP Security Agreement#page1.tif source=02. [Incorta] IP Security Agreement#page2.tif source=02. [Incorta] IP Security Agreement#page3.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is entered into as of December 22, 2023 (the "<u>Effective Date</u>") by and between TEXAS CAPITAL BANK ("<u>Lender</u>") and INCORTA, INC. ("<u>Grantor</u>").

RECITALS

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Advances to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

Grantor represents and warrants that as of the Effective Date (i) listed on <u>Schedule A</u> are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on <u>Schedule B</u> hereto are all trademark registrations and pending registrations owned or controlled by Grantor that are registered or applied for with the United States Patent and Trademark Office, and (iii) listed on <u>Schedule C</u> are all patents and patent applications owned or controlled by Grantor that are registered or applied for with the United States Patent and Trademark Office.

The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and

those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Lender, of any or all other rights, powers or remedies.

This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INCORTA, INC.

950 Tower Lane, Suite 1550 Foster City, CA 94404

Name: Rob Dillon

Title: Chief Financial Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT (INCORTA, INC.) Signature Page

Address of Lender:

2000 McKinney Avenue, Suite 700 Dallas, TX 75201

LENDER:

TEXAS CAPITAL BANK

Name Josh Seaman

Title: Executive Director

SCHEDULE A

Copyrights

None

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SCHEDULE B

Trademarks

Mark	Filing Date	Appln. No.	Reg. No.	Reg. Date	Registrant/Owner
Incorta Direct Data Platform	5/14/21	90712948	6862398	10/4/22	InCorta, Inc.
INCORTA	4/13/20	88870085	6225933	12/22/20	InCorta, Inc.
Direct Data Mapping	5/20/21	90723525	6726604	5/24/22	InCorta, Inc.

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$\underline{\text{SCHEDULE } C}$

Patents

Registered Patents

Title	Appln. No.	Filing Date	Patent/Pub. No.	Issue/Pub. Date	Assignee
None					

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RECORDED: 12/22/2023