

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CrowdCare Corporation		01/02/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4672793	WYSDOM	
Registration Number:	4743312		
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	053644-0278		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	01/05/2024		
Total Attachments: 6			
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**GRANT OF
SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS (this "Agreement"), dated as of January 02, 2024, is made by CrowdCare Corporation, a British Columbia company (the "Grantor"), in favor of Golub Capital Markets LLC, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of April 16, 2021 (as amended by first amendment to credit agreement dated as of June 21, 2023 and amended by second amendment and joinder agreement dated as of December 19, 2023, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Calabrio Buyer, LLC (formerly known as Project Calibrate Parent, LLC), a Delaware limited liability company ("Holdings") and Calabrio, Inc., a Delaware corporation (the "Borrower"), the lending institutions from time to time parties thereto (each, a "Lender" and collectively the "Lenders") and Golub Capital Markets LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Canadian Security Agreement, dated as of January 02, 2024 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks and Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks and Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations provided that, applications in the United States Patent and Trademark

Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.


6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CROWDCARE CORPORATION,
as the Grantor

By: Susan Grassel
Name: Susan Grassel
Title: Secretary

GOLUB CAPITAL MARKETS LLC
as the Collateral Agent

By: 
Name: Robert G. Tuchscherer
Title: Senior Managing Director

GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT
RIGHTS - CROWDCARE CORPORATION

TRADEMARK
REEL: 008309 FRAME: 0446

SCHEDULE A

U.S. and Canadian Patent and Trademark Registrations and Applications

Patents

United States


Title	Jurisdiction	Status	Filing Date/ Issue Date	Patent Number	Owner
System and method of dynamic configuration engine for electronic devices	USA	Active (until 2034-11-06 provided maintenance fees are paid)	2014-11-06 2016-12-27	14/534,410 9529579	CrowdCare Corporation
System and method of creating and using a reference device profile	USA	Active (until 2035-04-02 provided maintenance fees are paid)	2014-12-08 2018-07-17	14/562,856 10026090	CrowdCare Corporation
System and method of rule creation based on frequency of question	USA	Active (until 2037-05-31 provided maintenance fees are paid)	2015-08-05 2019-03-05	14/818,477 10223699	CrowdCare Corporation

Canada

None.

Trademarks

United States

Trademark	Country	Owner	Registration/ Application Number	Registration/ Application Dates
WYSDOM	USA	CROWDCARE CORPORATION DBA WYSDOM.AI CORPORATION	4672793	Reg 13-JAN-2015
	USA	CROWDCARE CORPORATION DBA WYSDOM.AI	4743312	Reg 26-MAR-2015

Canada

Trademark	Country	Owner	Registration/ Application Number	Registration/ Application Dates
CROWDCARE	Canada	CrowdCare Corporation	TMA888248	Reg 17-OCT-2014
WYSDOM	Canada	CrowdCare Corporation	2263365	App 12-JUN-2023