

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KLEARNOW CORPORATION		01/18/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	98116028	KLEARNOW DRAYAGE360	
Serial Number:	98116184	KLEARNOW CUSTOMS ENGINE	
Serial Number:	98114188	KLEARNOW CUSTOMS360	
Serial Number:	98114263	KLEARNOW DRAYAGE360	
Serial Number:	98114140	KLEARNOW.AI	
Serial Number:	98115781	KLEAREXPERIENCE	
Serial Number:	98116246	KLEARNOW DATA ENGINE	
Serial Number:	98114283	KLEARNOW CUSTOMS ENGINE	
Serial Number:	98115721	KLEARNOW DATA ENGINE	
Serial Number:	98115828	KLEARNOW CUSTOMS360	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		

OP \$265.00 98116028

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	01/18/2024
Total Attachments: 5 source=KlearNow_-_IP_Security_Agreement#page1.tif source=KlearNow_-_IP_Security_Agreement#page2.tif source=KlearNow_-_IP_Security_Agreement#page3.tif source=KlearNow_-_IP_Security_Agreement#page4.tif source=KlearNow_-_IP_Security_Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 18, 2024 by and between **KLEARNOW CORPORATION**, a Delaware corporation formerly known as KLEAREXPRESS CORPORATION (“**Grantor**”) and **AVIDBANK**, a California corporation (“**Bank**”).

RECITALS

Bank 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 Bank and Grantor dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is executed and delivered by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” or electronic signature page were an original hereof, with full legal force and effect, and the parties waive any rights they may have to object to such treatment.


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

Address of Grantor:

3945 Freedom Cir # 400
Santa Clara, CA 95054
Attn: Rick Tellez; Peter Downs

KLEARNOW CORPORATION

By:  _____
Print Name: Sanjeev Ramendra Tyagi
Title: CEO

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Porter McKay; Kevin Conway

AVIDBANK

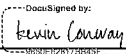
By:  _____
Print Name: Kevin Conway
Title: Senior Vice President

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Title	Application Number / Patent Number	Application Date / Issue Date
CLEARING INTERNATIONALLY SHIPPED ITEMS THROUGH GOVERNMENT CUSTOMS AGENCIES	11,348,055	May 31, 2022
MANAGING AND TRACKING SHIPMENTS	11,593,750	February 28, 2023
CLEARING INTERNATIONALLY SHIPPED ITEMS THROUGH GOVERNMENT CUSTOMS AGENCIES	11,669,798	June 6, 2023
DELIVERING INTERNATIONAL SHIPPED ITEMS	11,687,868	June 27, 2023

EXHIBIT C**Trademarks**

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
KLEARNOW DRAYAGE360	98116028		August 3, 2023
KLEARNOW CUSTOMS ENGINE	98116184		August 3, 2023
KLEARNOW CUSTOMS360	98114188		August 2, 2023
KLEARNOW DRAYAGE360	98114263		August 2, 2023
KLEARNOW.AI	98114140		August 2, 2023
KLEAREXPERIENCE	98115781		August 3, 2023
KLEARNOW DATA ENGINE	98116246		August 3, 2023
KLEARNOW CUSTOMS ENGINE	98114283		August 2, 2023
KLEARNOW DATA ENGINE	98115721		August 3, 2023
KLEARNOW CUSTOMS360	98115828		August 4, 2023