

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Algomus Inc.		12/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vistara Technology Growth Fund V Master, LP		
Street Address:	200 - 1622 West 7th Avenue		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6J 1S5		
Entity Type:	Limited Partnership: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5525715	ALGO	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	01/23/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated December 29, 2023, is made by Algomus, Inc. (the “**Grantor**”) in favor of Vistara Technology Growth Fund V Master, LP (together with its successors and assigns, the “**Secured Party**”). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, the Grantor, as borrower, entered into that certain credit agreement, dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the Secured Party, as lender;

WHEREAS, as a condition precedent to the making of loans by the Secured Party pursuant to the Credit Agreement, the Grantor has executed and delivered that certain security agreement dated on or about the date hereof in favour of the Secured Party (collectively, and as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in the Grantor’s right, title and interest in and to the Collateral (as defined in the Security Agreement), including without limitation the following (collectively, the “**IP Collateral**”):

(i) any and all intellectual property, whether recorded/registered or not and regardless of form or method of recording;

(ii) the patents and patent applications set forth in Schedule A hereto;

(iii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1 (b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the Grantor’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable federal law), together with the goodwill symbolized thereby;

(iv) all copyrights, whether registered or unregistered, now or owned or hereafter acquired by the Grantor, including without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(v) all industrial designs and industrial design registrations set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(vii) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(viii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as such term is defined in the Security Agreement) of the Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts; Delivery. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. In proving this IP Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission (including electronic signature system providers, such as DocuSign, Inc.) shall be deemed an original signature hereto. The words "execution," "signed," "signature," and words of like import in any Loan Document 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 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, including the Federal Electronic Signatures in Global and National Commerce Act, the New York Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signatures pages to follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

ALGOMUS, INC.

By: Wayne Sim
Name: Wayne Sim
Title: CEO

Accepted and acknowledged this _____ day of _____, 2023

Secured Party:

**VISTARA TECHNOLOGY GROWTH FUND
(MASTER) V, LP, by its general partner, VISTARA
GENERAL PARTNER V INC.**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature Page to US IP Agreement

**TRADEMARK
REEL: 008324 FRAME: 0108**

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

ALGOMUS, INC.

By: _____
Name: _____
Title: _____

Accepted and acknowledged this 29th day of December, 2023

Secured Party:

**VISTARA TECHNOLOGY GROWTH FUND
V MASTER, LP, by its general partner, VISTARA
GENERAL PARTNER V INC.**

By:  _____
Name: NOAH SHIPMAN
Title: PARTNER

By: _____
Name: _____
Title: _____

SCHEDULE A

PATENTS

Owner	Title	Country	Application Number	Application Date
Algomus, Inc.	Cloud-Based System for Obtaining a Textual Answer and an Intelligence Dashboard in Response to a Textual Question	United States	18/089,774	12/28/2022
Algomus, Inc.	Cloud-Based System for Scheduling and Receiving a Textual Alert Message and Receiving an Intelligence Dashboard	United States	18/100,128	1/23/2023

SCHEDULE B

TRADEMARKS

Trademark	Holder
Word mark for "ALGO" (Registration Number 5525715)	Algomus, Inc.

SCHEDULE C

COPYRIGHTS

Nil.

SCHEDULE D

INDUSTRIAL DESIGNS

Nil.