

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM870616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sapience Analytics Corporation		01/23/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KPGC Investments, LLC, as Agent		
<b>Street Address:</b>	2121 Avenue of the Stars		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6203937	SAPIENCE	
<b>Registration Number:</b>	6925497	VUE	
<b>Serial Number:</b>	97710483	TRANSPARENSEE	
<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>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Christian Cruz		
<b>SIGNATURE:</b>	/s/ Christian Cruz		
<b>DATE SIGNED:</b>	01/24/2024		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), dated as of January 23, 2024, is entered into among **SAPIENCE ANALYTICS CORPORATION**, a Delaware corporation (“**Grantor**”), and **KPGC INVESTMENTS, LLC**, as administrative agent and collateral agent for the Lenders identified in the Loan Agreement referred to below (in such capacity, “**Agent**”).

### RECITALS

A. Agent and the Lenders have agreed to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement), by and among Agent, the lenders from time to time party thereto (the “**Lenders**”), Grantor and the other Loan Parties party thereto. The Lenders are willing to extend such financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for itself and the ratable benefit of the Lenders, a security interest in certain 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 Agent, for itself and the ratable benefit of the Lenders, 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.

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

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for itself and the ratable benefit of the Lenders, 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 and Trademarks listed on Exhibits 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.

2. Grantor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Grantor hereby authorizes Agent 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.

4. This security interest is granted in conjunction with the security interest granted to Agent, for itself and the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent and the Lenders 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 Agent and the Lenders as a matter of law or equity. Each right, power and remedy of Agent and Lenders 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 Agent and the Lenders 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 Agent or any Lender, of any or all other rights, powers or remedies.

5. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

6. 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. 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 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. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means including by email delivery of a ".pdf" format data file shall be effective as delivery of an original executed counterpart of such Loan Document.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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:

Sapience Analytics Corporation  
7850 Collin McKinney Pkwy, Suite 201  
McKinney, TX 75070  
Attention: Marty Mooney

**SAPIENCE ANALYTICS CORPORATION**

By: 

Name: Marty Mooney

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**AGENT:**

Address of Agent:

2121 Avenue of the Stars, 9<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attention: Leon Chen

**KPGC INVESTMENTS, LLC**

By: KAYNE PARTNERS GROWTH CREDIT, L.P.  
Its: Managing Member

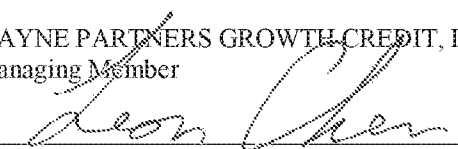
By:   
Name: Leon Chen  
Title: Authorized Member of its General Partner

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None



EXHIBIT C

Trademarks

<b>Word Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
SAPIENCE	United States	88784493	6203937	November 24, 2020
VUE	United States	90080278	6925497	December 13, 2022
TRANSPARENSEE	United States	97710483	(pending)	(pending)