

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM873071

|   |                                       |                       |                         |
|---|---------------------------------------|-----------------------|-------------------------|
| <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>      |
| POLYSIGN, INC.  |                                       | 01/31/2024            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |                         |
| <b>Name:</b>  | RIPPLE LABS, INC.                     |                       |                         |
| <b>Street Address:</b>  | 600 Battery Street                    |                       |                         |
| <b>City:</b>  | San Francisco                         |                       |                         |
| <b>State/Country:</b>   | CALIFORNIA                            |                       |                         |
| <b>Postal Code:</b>   | 94111                                 |                       |                         |
| <b>Entity Type:</b>   | Corporation: DELAWARE                 |                       |                         |
| <b>PROPERTY NUMBERS Total: 8</b>  |                                       |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |                         |
| <b>Serial Number:</b>   | 97728850                              | ATOMICNET             |                         |
| <b>Serial Number:</b>   | 90521583                              | POLYSIGN              |                         |
| <b>Serial Number:</b>   | 90521571                              |                       |                         |
| <b>Serial Number:</b>   | 97728846                              |                       |                         |
| <b>Serial Number:</b>   | 98051191                              | OTTO                  |                         |
| <b>Serial Number:</b>   | 98050048                              | OTTO                  |                         |
| <b>Registration Number:</b>   | 6389735                               |                       |                         |
| <b>Registration Number:</b>   | 6335504                               | POLYSIGN              |                         |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |                         |
| <b>Fax Number:</b>  | 2067577700                            |                       |                         |
| <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>   | 206.757.8753                          |                       |                         |
| <b>Email:</b>   | seatm@dwt.com, michaelamalone@dwt.com |                       |                         |
| <b>Correspondent Name:</b>  | Michaela Malone                       |                       |                         |
| <b>Address Line 1:</b>  | 920 Fifth Avenue, Suite 3300          |                       |                         |
| <b>Address Line 4:</b>  | Seattle, WASHINGTON 98104-1610        |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 98095-19                              |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Michaela Malone                       |                       |                         |

CH \$215.00 97728850

|   |                  |
|---|------------------|
| <b>SIGNATURE:</b>   | /MichaelaMalone/ |
| <b>DATE SIGNED:</b>   | 02/01/2024       |
| <b>Total Attachments: 12</b><br>source=Security Agreement#page1.tif<br>source=Security Agreement#page2.tif<br>source=Security Agreement#page3.tif<br>source=Security Agreement#page4.tif<br>source=Security Agreement#page5.tif<br>source=Security Agreement#page6.tif<br>source=Security Agreement#page7.tif<br>source=Security Agreement#page8.tif<br>source=Security Agreement#page9.tif<br>source=Security Agreement#page10.tif<br>source=Security Agreement#page11.tif<br>source=Security Agreement#page12.tif |                  |

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”)** dated as of January 31, 2024, is made by POLYSIGN, INC., a California corporation (the “**Grantor**”), in favor of RIPPLE LABS INC., a Delaware corporation (“**Ripple**”) in its capacity as administrative agent and collateral agent (in such capacity, “**Agent**”) for itself and the Lender (as defined below).

**RECITALS**

A. The Grantor and each of its Qualified Subsidiaries from time to time party thereto has entered into a Loan and Security Agreement with Ripple and any other financial institutions or entities from time to time parties thereto (collectively, referred to as “**Lender**”) and Agent, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Grantor has granted to Agent for its benefit and the benefit of the Lender a security interest in all of the 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, the Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

**1. Grant of Security Interest.** To secure its obligations under the Loan Agreement, the Grantor grants and pledges to Agent for its benefit and the benefit of Lender a security interest in all of the Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright applications and registrations set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to the Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation those trademark and service mark applications and registrations set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the broad grant of the security interest set forth above, the Intellectual Property Collateral shall not include (a) any “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, *provided*, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral, and (b) non-assignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party that has not been obtained in order to permit the grant of a security interest therein, *provided* that such licenses or contracts shall not be excluded from Intellectual Property Collateral (i) if such prohibition or violation is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity, or (ii) upon the date the condition causing such prohibition or violation is no longer applicable, at which time such license or contract shall cease to be excluded from Intellectual Property Collateral and a security interest in favor of the Agent, for the benefit of itself and Lender, shall attach immediately to such license or contract; *provided*, that the exclusions set forth in the foregoing provisions of this paragraph shall not apply to any proceeds, products, substitutions or replacements of the foregoing property unless such

proceeds, products, substitutions or replacements would themselves constitute property excluded from Intellectual Property Collateral pursuant to the foregoing provisions of this paragraph.

**2. Recordation.** The Grantor 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.

The Grantor hereby authorizes Agent to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

**3. Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent 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 as a matter of law or equity. Each right, power and remedy of Agent 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 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, of any or all other rights, powers or remedies.

**4. Execution in Counterparts.** This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement in electronic (i.e., "pdf", "tif" or DocuSign) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act ("UETA"), or any state law based on the UETA, including the New York Electronic Signatures and Records Act (N.Y. Tech. §§ 301).

**5. Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. The Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to the Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

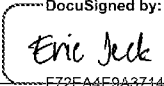
**6. Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF

THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS  
PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK  
GENERAL OBLIGATIONS LAW) THEREOF.

[Signature page follows.]

**AGENT:**

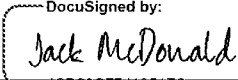
**RIPPLE LABS INC.**, a Delaware  
corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Eric Jeck  
Title: Senior Vice President

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:**

**POLYSIGN, INC.**, a California corporation

By:  \_\_\_\_\_  
Name: Jack McDonald  
Title: Chief Executive Officer, President and Secretary



**EXHIBIT A**

Copyrights

None.

**EXHIBIT B**



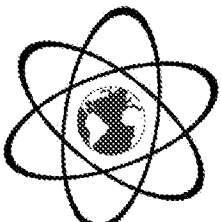
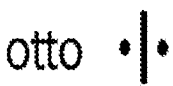
## Patents

| <b>Title</b>  | <b>Jurisdiction</b> | <b>Application No.<br/>Application Date</b>               | <b>(Publication No.)<br/>Patent No.<br/>Issue Date</b> |
|---|---------------------|---|--|
| PREVENTING A TRANSMISSION OF AN INCORRECT COPY OF A RECORD OF DATA TO A DISTRIBUTED LEDGER SYSTEM | U.S.                | 16/247,344<br>01/14/2019                                  | (2020/0226121)   |
| PREVENTING A TRANSMISSION OF AN INCORRECT COPY OF A RECORD OF DATA TO A DISTRIBUTED LEDGER SYSTEM | U.S.                | 17/941,728<br>Continuation of<br>16/247,344<br>09/09/2022 | (2023/0004553)   |
| PREVENTING AN ERRONEOUS TRANSMISSION OF A COPY OF A RECORD OF DATA TO A DISTRIBUTED LEDGER SYSTEM | U.S.                | 16/359,055<br>03/20/2019                                  | 11,159,308<br>10/26/2021                               |
| PREVENTING AN ERRONEOUS TRANSMISSION OF A COPY OF A RECORD OF DATA TO A DISTRIBUTED LEDGER SYSTEM | U.S.                | 17/451,810<br>Continuation of<br>16/359,055<br>10/21/2021 | (2022/0038258)   |
| PREVENTING AN INCORRECT TRANSMISSION OF A COPY OF A RECORD OF DATA TO A DISTRIBUTED LEDGER SYSTEM | U.S.                | 16/509,400<br>07/11/2019                                  | (2021/0014041)   |
| PREVENTING AN INCORRECT TRANSMISSION OF A COPY OF A RECORD  | U.S.                | 17/711,559<br>04/01/2022                                  | (2022/0224541)   |

|  |      |   |                          |
|--|------|---|--------------------------|
| OF DATA TO A<br>DISTRIBUTED LEDGER<br>SYSTEM |      |   |                          |
| MASTER KEY<br>ESCROW PROCESS                 | U.S. | 63/055,760<br>07/23/2020                                    | N/A                      |
| MASTER KEY<br>ESCROW PROCESS                 | U.S. | 17/219,473<br>Claims benefit of<br>63/055,760<br>03/31/2021 | 11,711,213<br>07/25/2023 |
| MASTER KEY<br>ESCROW PROCESS                 | U.S. | 18/223,422<br>Continuation of<br>17/219,473<br>07/18/2023   | (2023/0370263)           |
| STORING SECRET<br>DATA ON A<br>BLOCKCHAIN    | U.S. | 17/090,363<br>11/05/2020                                    | (2022/0141014)           |

**EXHIBIT C**

Trademarks

| Mark  | Jurisdiction | International Class(es) | Application No.         | Registration No.       |
|---|--------------|-------------------------|-------------------------|------------------------|
|   |              |                         | Filing Date             | Registration Date      |
| ATOMICNET   | U.S.         | 36                      | 97728850<br>22-DEC-2022 | N/A                    |
| POLYSIGN AND DESIGN<br> polysign | U.S.         | 9 35 36 42              | 90521583<br>09-FEB-2021 | N/A                    |
| <i>Design Only</i><br>          | U.S.         | 9 35 36 42              | 90521571<br>09-FEB-2021 | N/A                    |
| <i>Design Only</i><br>         | U.S.         | 36                      | 97728846<br>22-DEC-2022 | N/A                    |
| OTTO  | U.S.         | 42                      | 98051191<br>20-JUN-2023 | N/A                    |
| OTTO<br>                       | U.S.         | 42                      | 98050048<br>20-JUN-2023 | N/A                    |
| <i>Design Only</i>  | U.S.         | 42                      | 88142241<br>03-OCT-2018 | 6389735<br>15-JUN-2021 |

| Mark  | Jurisdiction | International Class(es) | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---|--------------|-------------------------|--------------------------------|---------------------------------------|
|  |              |                         |                                |                                       |
| POLYSIGN<br><b>POLYSIGN</b>   | U.S.         | 42                      | 88074200<br>10-AUG-2018        | 6335504<br>27-APR-2021                |

**EXHIBIT D**

Mask Works

None.