

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM154017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrated Procurement Technologies		02/23/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A.		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5249081	IPT	
Registration Number:	5249082	INTEGRATED PROCUREMENT TECHNOLOGIES	
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:	6174060379		
Email:	uspt@polsinelli.com,jdesilva@polsinelli.com		
Correspondent Name:	Michael Mazzola		
Address Line 1:	PO Box 140310		
Address Line 4:	KANSAS CITY, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	060068-776692		
NAME OF SUBMITTER:	JUNE DESILVA		
SIGNATURE:	JUNE DESILVA		
DATE SIGNED:	02/27/2024		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of February 23, 2024, by INTEGRATED PROCUREMENT TECHNOLOGIES, a California Corporation (“**Grantor**”), in favor of BMO BANK N.A., in its capacity as administrative agent for itself and the Lenders from time to time party hereto (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, Grantor, the other Loan Parties, Grantee are parties to a Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Loan Agreement**”);

WHEREAS, the Grantor has adopted, used and are using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to the Grantee a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

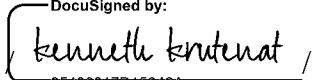
Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**INTEGRATED PROCUREMENT
TECHNOLOGIES**, a California
corporation

DocuSigned by:
By:  /
95486817D15842A
Name: Kenneth Krutenat
Title: President

SCHEDULE A TO GRANT OF
A SECURITY INTEREST

TRADEMARK	APP./REGISTRATION NO.	REGISTRATION/FILING DATE
IPT (and design)	Reg. No. 5,249,081	Jul. 25, 2017
INTEGRATED PROCUREMENT TECHNOLOGIES	Reg. No. 5,249,082	Jul. 25, 2017