

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI55517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Live Cyber Holdings, Inc.		02/27/2024	Corporation: DELAWARE
Cloud Range Cyber, LLC		02/27/2024	Limited Liability Company: DELAWARE
Live Cyber, LLC		02/27/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Riverside Acceleration Capital Fund II, L.P.		
Street Address:	630 5th Avenue		
Internal Address:	Suite 400		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6242568	CLOUD RANGE	
Registration Number:	6994258	CLOUD RANGE	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	(215)656-2458		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	William L. Bartow		
Address Line 1:	One Liberty Place		
Address Line 2:	1650 Market Street, Suite 5000		
Address Line 4:	Philadelphia , PENNSYLVANIA 19103-7300		
ATTORNEY DOCKET NUMBER:	432610.000035		
NAME OF SUBMITTER:	Trudi Raspa		
SIGNATURE:	Trudi Raspa		

CH \$65.00.00 88583979

DATE SIGNED:	02/29/2024
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Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 27, 2024 by and between **LIVE CYBER HOLDINGS, INC.**, a Delaware corporation (the “**Borrower**”), **CLOUD RANGE CYBER, LLC**, a Delaware limited liability company (“**Cloud Range**”), **LIVE CYBER, LLC**, a Delaware limited liability company (“**Cyber LLC**” and together with Cloud Range and Borrower, the “**Loan Parties**”) and **RIVERSIDE ACCELERATION CAPITAL FUND II, L.P.**, a Delaware limited partnership (“**Lender**”).

RECITALS

Pursuant to that certain Loan and Security Agreement by and between the Loan Parties and Lender named therein dated of even date herewith (as amended, restated, modified or otherwise supplemented from time to time, the “**Loan Agreement**”), Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower. Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Loan Party has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Loan Party agrees as follows:

AGREEMENT

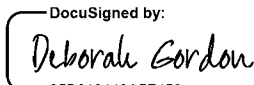
To secure its obligations under the Loan Agreement and under any other Transaction Document now existing or hereafter arising between the Loan Parties and Lender, each Loan Party grants to Lender a security interest in all of such Loan Party’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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. Each Loan Party represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection with which such Loan Party has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Loan Party hereby authorizes Lender to modify, in its sole discretion and without first obtaining such Loan Party’s approval of or signature to such modification, Schedules A, B, and C hereto, as appropriate, to include reference to any right, title or interest in any copyrights, patents or trademarks acquired by such Loan Party after the execution hereof or to delete any reference to any right, title or interest in any copyrights, patents or trademarks in which such Loan Party no longer has or claims to have any right, title or interest. 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.

[Signature page follows]

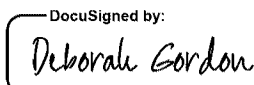
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

LOAN PARTY:

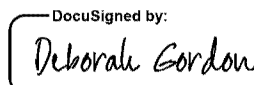
LIVE CYBER HOLDINGS, INC.

DocuSigned by:

By: _____
Name: Deborah Gordon
Title: Chief Executive Officer

CLOUD RANGE CYBER, LLC

DocuSigned by:

By: _____
Name: Deborah Gordon
Title: Chief Executive Officer

LIVE CYBER, LLC

DocuSigned by:

By: _____
Name: Deborah Gordon
Title: Chief Executive Officer

LENDER:

RIVERSIDE ACCELERATION CAPITAL FUND II, L.P.

By: RAC II Associates, L.P, its general partner

By: RAC II GP, LLC, its general partner

By: _____
Name: Béla R. Schwartz
Title: Vice President and Secretary

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.

LOAN PARTY:

LIVE CYBER HOLDINGS, INC.

By: _____

Name: Deborah Gordon

Title: Chief Executive Officer

CLOUD RANGE CYBER, LLC

By: _____

Name: Deborah Gordon

Title: Chief Executive Officer

LIVE CYBER, LLC

By: _____

Name: Deborah Gordon

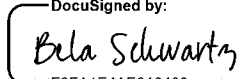
Title: Chief Executive Officer

LENDER:

**RIVERSIDE ACCELERATION CAPITAL FUND
II, L.P.**

By: RAC II Associates, L.P, its general partner

By: RAC II GP, LLC, its general partner

By:  _____
Name: Béla R. Schwartz
Title: Vice President and Secretary

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

None.

SCHEDULE C

Trademarks

Mark	Country/Jurisdiction	Registration Number
CLOUD RANGE	United States	6242568
	Israel	319361
CLOUD RANGE	United States	6994258