

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM155568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snowplow Analytics Limited		02/26/2024	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	HSBC Ventures USA Inc.		
Street Address:	545 Washington Blvd.		
Internal Address:	Attn: CRE Doc & Close		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4591388	SNOWPLOW	
Registration Number:	4607947	SNOWPLOW	
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:	(800)927-9801		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC J. Paterson		
Address Line 1:	19 West 44th Street		
Address Line 2:	Suite 200		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	Jean Paterson		
DATE SIGNED:	02/27/2024		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of February 26, 2024, by and between **HSBC VENTURES USA INC.** (“**Bank**”) and **SNOWPLOW ANALYTICS LIMITED**, a company registered in England and Wales with company number 07852221 and having its registered office located at 3rd Floor 48-50 Scrutton Street, London, England, EC2A 4HH (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **SNOWPLOWDATA HOLDINGS INC.**, a Delaware corporation, and **SNOWPLOW ANALYTICS INC.**, a New York corporation (jointly and severally, individually and collectively “**Borrower**”) (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of that certain debenture by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Debenture**”), Grantor has granted to Bank 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 Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of 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 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 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 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 Grantor connected with and symbolized by such trademarks, including without limitation those 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, extensions, 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 foregoing, the Intellectual Property Collateral shall not include any intent-to-use trademarks or applications therefor, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

2. Recordation. 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 Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference, and the security interests granted to Bank pursuant to the Debenture. The provisions of the Loan Agreement and the Debenture shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Choice of Law, Venue, and Jury Trial. Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 11 of the Loan Agreement shall be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

[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.

GRANTOR:

SNOWPLOWDATA ANALYTICS LIMITED

DocuSigned by:
By: Alexander Charles Rony Dean
B5D58A426709421...

Title: Director

BANK:

HSBC VENTURES USA INC.

DocuSigned by:
By: Madeline Jodka
5B741D658F4346C...

Title: Senior Associate

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Applications:

Description

Application
Number

Application
Date

Data Loader

2312907.5 (United Kingdom) n/a

EXHIBIT C

Trademarks

Registrations:

<u>Description</u>	<u>Registration/ Number</u>	<u>Registration Date</u>	<u>Country</u>
SNOWPLOW	4591388	8/26/2014	US
SNOWPLOW	4607947	9/23/2014	US
SNOWPLOW	1591232	2/27/2014	Australia
SNOWBRIDGE	2338683	6/6/2023	Australia
SNOWPLOW	1695040	5/18/2022	Brazil
SNOWPLOW	11131729	1/22/2013	European Union
SNOWBRIDGE	1716481	12/2/2022	WIPO (Madrid) Designated in AU, BR, CA, CH, EU, IL, IN, SG, UA, US
SNOWPLOW	2676412	7/15/2013	India
SNOWPLOW	1695040	5/18/2022	Ukraine
SNOWPLOW	911131729	1/22/2013	United Kingdom
SNOWBRIDGE	3843863	1/20/2023	United Kingdom
SNOWPLOW	1181820	7/15/2013	WIPO (Madrid) Designated in AU, IN
IGLU	1715082	12/2/2022	WIPO (Madrid) Designated in BR, CA, CH, IL, SG, UA
SNOWPLOW	1695040	5/18/2022	WIPO (Madrid) Designated in BR, CA, CH, IL, SG, UA
IGLU	40202305444W	12/2/2022	Singapore
SNOWBRIDGE	40202305838W	12/2/2022	Singapore
SNOWPLOW	40202263718T	5/18/2022	Singapore

Applications:

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Country</u>
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IGLU	79363581	12/2/2022	US
SNOWBRIDGE	79364220	12/2/2022	US
IGLU	2336784	12/2/2022	Australia
IGLU	501715082	12/2/2022	Brazil
SNOWBRIDGE	501716481	12/2/2022	Brazil
IGLU	2241307	12/2/2022	Canada
SNOWBRIDGE	2242789	12/2/2022	Canada
SNOWFLOW	2221064	5/18/2022	Canada
IGLU	5829382	12/2/2022	India
SNOWBRIDGE	5836913	12/2/2022	India
IGLU	361402	12/2/2022	Israel
SNOWBRIDGE	361660	12/2/2022	Israel
SNOWFLOW	357956	5/18/2022	Israel
IGLU	3843849	10/28/2022	United Kingdom

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.