

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI64325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alluresoft, LLC		02/28/2024	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Company Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6233407	DIVVYHQ	
Registration Number:	4500152	DIVVY	
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)494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Connecticut Avenue NW		
Address Line 2:	Suite 712		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2275579 TM		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	03/01/2024		
Total Attachments: 6			
source=WAB-Alluresoft LLC IPSA#page1.tif			
source=WAB-Alluresoft LLC IPSA#page2.tif			

OP \$65.00.00 88949957

source=WAB-Alluresoft LLC IPSA#page3.tif

source=WAB-Alluresoft LLC IPSA#page4.tif

source=WAB-Alluresoft LLC IPSA#page5.tif

source=WAB-Alluresoft LLC IPSA#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 28, 2024 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **ALLURESOF, LLC**, a Missouri limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of November 2, 2022 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ALLURESOF, LLC,
a Missouri limited liability company

By: DocuSigned by:
Douglas K. Thede
FECF48A93615431...

Name: Douglas K. Thede

Title: Chief Executive Officer

Address for Notices:

ALLURESOF, LLC
624 Holly Springs Road, Suite 328
Holly Springs, NC 27540
Attn: Gina M. Marquez, Douglas K. Thede
Email: gina.marquez@lytho.com;
doug.thede@lytho.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: DocuSigned by:
Scott Uejima
A0FE21B8E852446...

Name: Scott Uejima

Title: Vice President

Address for Notices:

WESTERN ALLIANCE BANK
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email:
LegalDepartment@westernalliancebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✓

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Registration Date:</u>
DIVVYHQ	88949957	6233407	12/29/2020
DIVVY	85416415	4500152	03/25/2014

EXHIBIT C

PATENTS

Please Check if No Patents Exist ✓

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>