

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI65471

<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>
KEEPS CORPORATION		01/25/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	81 BAY STREET		
<b>Internal Address:</b>	10TH FLOOR		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 1E7		
<b>Entity Type:</b>	Other: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6934094	KEEPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	Christopher C Close		
<b>Address Line 1:</b>	Troutman Sanders LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, suite 3000		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	249023.000061		
<b>NAME OF SUBMITTER:</b>	Christopher Close		
<b>SIGNATURE:</b>	Christopher Close		
<b>DATE SIGNED:</b>	03/01/2024		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of January 25, 2024, by and among **KEEPS CORPORATION**, a Delaware corporation (“*Keeps*”), **DYNATRON SOFTWARE INC.**, a Texas corporation (“*DST*”, and, together with Keeps and any other Person who becomes a borrower under the Credit Agreement referred to below from time to time, the “*Borrowers*”), as grantors (each a “*Grantor*” and, collectively, the “*Grantors*”) and **CANADIAN IMPERIAL BANK OF COMMERCE**, in its capacity as administrative agent and collateral agent for the Secured Parties under the Credit Agreement (in such capacity, the “*Administrative Agent*”).

### RECITALS:

**WHEREAS**, the Grantors, **KEEPS MERGER SUB INC.**, a Delaware corporation, which on the Closing Date shall be merged with Keeps, **KEEPS MIDCO LLC**, a Delaware limited liability company, the guarantors party thereto, the Administrative Agent and the lenders party thereto are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”; capitalized terms used herein and not defined herein are used as defined in the Credit Agreement); and

**WHEREAS**, the Grantors, among others, are entering into a Pledge and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent in order to induce the Lenders to enter into and extend credit to the Grantors under the Credit Agreement, pursuant to which the Grantors have granted to the Administrative Agent a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral; and

**WHEREAS**, as a condition to the Credit Agreement, the Grantors have and have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1 GRANT OF SECURITY INTEREST

**1.1** To secure its Obligations under the Credit Agreement and each other Loan Document, each Grantor hereby grants and pledges to the Administrative Agent (on behalf of and for the ratable benefit of the Secured Parties) a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property (the “*Intellectual Property Collateral*”) listed by such Grantor’s name on Exhibits A, B and C hereto.

**1.2** Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Administrative Agent.

### SECTION 2 MISCELLANEOUS

**2.1** Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.2 of the Credit Agreement.

**2.2** This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

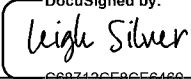
**2.3** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Page Follows]

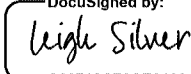
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTORS:

KEEPS CORPORATION

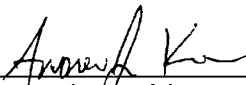
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Leigh Silver  
Title: Chief Executive Officer

DYNATRON SOFTWARE INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Leigh Silver  
Title: Chief Executive Officer

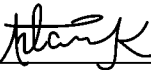
ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Andrew Kirk

Title: Assistant General Manager, CIBC Innovation  
Banking

By: 

Name: Aigerim Malikova

Title: Authorized Signatory, CIBC Innovation Banking

EXHIBIT A

Copyrights

<b>Name of Borrower / Subsidiary</b>	<b>Copyright</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
KEEPS Corporation	KEEPS : Key employee evaluation & planning systems : version 1.0.15	USA	TX0004083705	1995-07-24
KEEPS Corporation	ROAMS software program	USA	TX0007137035	2010-01-27

Exhibit A

EXHIBIT B

Patents

None.

Exhibit C



EXHIBIT C

Trademarks

<b>Name of Borrower / Subsidiary</b>	<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
KEEPS Corporation	<b>KEEPS</b>	USA	6934094	2022-12-27
Dynatron Software Inc.	REPAIR ORDER INSIGHTS	USA	7058744	2023-05-23
Dynatron Software Inc.	<b>DYNATRON</b>	USA	7058739	2023-05-23

Exhibit C

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**RECORDED: 03/01/2024**

**TRADEMARK  
REEL: 008359 FRAME: 0652**