

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI72638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTCLOUD, LLC	FORMERLY BMC GROUP VDR, LLC	03/06/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	AGILITY CAPITAL III, LLC		
Street Address:	1117 State Street		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3959341	SMARTROOM	
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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 Middlefield Road Suite 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	Patty Cheng		
DATE SIGNED:	03/06/2024		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 6, 2024 by and between BMC GROUP, INC., a Washington corporation (“Parent”), SMARTCLOUD, LLC, a Delaware limited liability company formerly known as BMC GROUP VDR, LLC (“Subsidiary”) and AGILITY CAPITAL III, LLC, a California limited liability company (“Lender”). Parent and Subsidiary are also referred to herein collectively as “Grantors.”

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan Agreement by and between Lender, Grantor and the other parties named therein dated on or about the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in all of Grantors’ right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantors agree as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, Grantors grant to Lender a security interest in all of Grantors’ right, title and interest in Grantors’ intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantors, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Grantor(s) obtain subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended schedules reflecting such new intellectual property.

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 one instrument. In the event that any signature is executed and delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

BMC GROUP, IC.

By: DocuSigned by:
Sean Allen
F26EE447E93E4EA...
Name: Sean Allen
Title: CEO

SMARTCLOUD, LLC

By: DocuSigned by:
Sean Allen
F26EE447E93E4EA...
Name: Sean Allen
Title: CEO

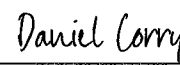
Address of Grantor:

3732 W. 120th Street
Hawthorne, CA 90250

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

LENDER:

AGILITY CAPITAL III, LLC

By: ^{DocuSigned by:}

DF8E28792171480...
Name: Daniel Corry
Title: Managing Member

Address of Lender:
1117 State Street
Santa Barbara, CA 93101

EXHIBIT A

Copyrights

If None, check this box:

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

If None, check this box:

<u>Title</u>	<u>Serial No./ Patent Number</u>	<u>Application Date/ Issue Date</u>
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EXHIBIT C

Trademarks

If None, check this box:

<u>Registered Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Subsidiary	SMARTROOM	77960015	3959341	May 10, 2011