

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM187883

<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>
Brainyak, Inc.		03/13/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	National Westminster Bank Plc		
<b>Street Address:</b>	10th Floor, 250 Bishopsgate		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2M 4AA		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5618973	GUTCHECK CONSTELLATION	
<b>Registration Number:</b>	4057381	GUTCHECK	
<b>Registration Number:</b>	6949384	G, C	
<b>Registration Number:</b>	7221583	GUTCHECKECONOMICS	
<b>Registration Number:</b>	7129697	HUMAN EXPERIENCE INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2077744000		
<b>Email:</b>	rlessard@verrill-law.com,trademarks@verrill-law.com		
<b>Correspondent Name:</b>	Rebecca S. Lessard		
<b>Address Line 1:</b>	One Portland Square		
<b>Address Line 4:</b>	Portland, MAINE 04101		
<b>ATTORNEY DOCKET NUMBER:</b>	14948-0001		
<b>NAME OF SUBMITTER:</b>	BRADFORD HYRA		
<b>SIGNATURE:</b>	BRADFORD HYRA		
<b>DATE SIGNED:</b>	03/14/2024		
<b>Total Attachments: 6</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of March 13, 2024, is made by and between Brainyak, Inc., a Delaware corporation (the "**Grantor**") in favor of National Westminster Bank Plc (the "**Collateral Agent**") as collateral agent for the secured parties under the Loan Agreement referred to below (the "**Secured Parties**").

WHEREAS, the Collateral Agent and the lending institutions listed therein (the "**Lenders**"), and certain other parties have entered into that certain Amended and Restated Senior Facilities Agreement, originally dated as of June 28, 2018 and most recently amended and restated pursuant to the Amendment and Restatement Deed dated as of December 13, 2023 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), with the Grantor becoming a party thereto pursuant to the SFA Accession Deed and Debtor Accession Undertaking, dated on or about the date hereof, between the Grantor, the other companies named therein as Subsidiaries and National Westminster Bank plc as agent and as security agent.

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the Loan Agreement, Grantor has executed and delivered to the Collateral Agent that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Collateral Agent (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents set forth on Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof, and amendments thereto (the "**Patents**");

(b) the trademark registrations set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations set forth on Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BRAINYAK, INC.

By:  80CB1F8BE1494F1...

Name: Pierre Camagne

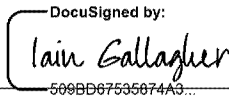
Title: CFO

Address for Notices:

Brainyak Inc. d.b.a., GutCheck  
3827 Lafayette Street, Suite 123  
Denver, Colorado 80205

AGREED TO AND ACCEPTED:

NATIONAL WESTMINSTER BANK PLC  
as Collateral Agent

By:  509BD67535674A3...

Name: Iain Gallagher

Title: Director Portfolio Management

Address for Notices:

~~10th Floor~~ 250 Bishopsgate

~~London~~

**SCHEDULE 1**  
**PATENTS**

None.

**SCHEDULE 2**  
**TRADEMARKS**

**Trademark Registrations**

Trademark	Owner	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
GUTCHECK CONSTELLATION	Brainyak, Inc.	United States of America	87710751	06-Dec-2017	5618973	27-Nov-2018	Registered
GUTCHECK	Brainyak, Inc.	United States of America	85121159	01-Sep-2010	4057381	15-Nov-2011	Registered
	Brainyak, Inc.	United States of America	97174266	15-Dec-2021	6949384	10-Jan-2023	Registered
GUTCHECKONOMICS	Brainyak, Inc.	United States of America	97433712	29-May-2022	7221583	21-Nov-2023	Registered
HUMAN EXPERIENCE INTELLIGENCE	Brainyak, Inc.	United States of America	97173954	15-Dec-2021	7129697	08-Aug-2023	Registered

**SCHEDULE 3**  
**COPYRIGHTS**

**None.**