

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI97351

<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>
CVM Services, LLC		03/15/2024	Limited Liability Company: DELAWARE
Fluid Networks Services, LLC		03/15/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Live Oak Banking Company		
<b>Street Address:</b>	1741 Tiburon Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28403		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3957688	CVM	
<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>	(919)838-2048		
<b>Email:</b>	anliles@smithlaw.com		
<b>Correspondent Name:</b>	Allison Liles		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	16281.170		
<b>NAME OF SUBMITTER:</b>	Allison Liles		
<b>SIGNATURE:</b>	Allison Liles		
<b>DATE SIGNED:</b>	03/15/2024		
<b>Total Attachments: 11</b>			
source=Live Oak_CN - Amendment No. 2 - Intellectual Property Security Agreement (IPSA)			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 15, 2024 by and between CVM SERVICES, LLC, a Delaware limited liability company (“CVM”), FLUID NETWORKS SERVICES, LLC, a Delaware limited liability company (“Fluid Networks”; together with CVM, each individually a “Grantor” and, collectively, “Grantors”); and LIVE OAK BANKING COMPANY, a North Carolina banking corporation, in its capacity as administrative agent and collateral agent (together with its successors and assigns in such capacity, “Agent”) for the Lenders (as defined below).

### RECITALS

A. Reference is hereby made to that certain Loan and Security Agreement, dated March 14, 2023, as amended by that certain First Amendment and Joinder to Loan and Security Agreement, dated as of December 18, 2023, as further amended by that certain Second Amendment and Joinder to Loan and Security Agreement, dated as of the date hereof, by and among Agent, Grantors, COMPLETE NETWORK SERVICES, LLC, a Delaware limited liability company (together with each other Person that becomes a borrower thereunder from time to time, collectively, “Borrowers”), HERITAGE TECHNOLOGY SERVICES, LLC, a Delaware limited liability company (“Holdings”), BLUENET TECHNOLOGIES, INC. (“BlueNET”), the lenders party thereto (collectively, the “Lenders”), and the other parties from time to time party thereto dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein but not defined herein are used as defined in the Loan Agreement).

B. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers (the “Loans”) in the amounts and manner set forth in the Loan Agreement. The Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantors grant to Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantors under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantors have granted to Agent, for the benefit of the Lenders, 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.

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 its obligations under the Loan Agreement, Grantors hereby represent, warrant, covenant and agree as follows:

### AGREEMENT

1. Grant of Security Interest. To secure their obligations under the Loan Agreement, Grantors grant and pledge to Agent, for the benefit of the Lenders, a security interest in all of Grantors’ right, title and interest in, to and under their 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 Grantors 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 service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks;

(i) 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.

2. Recordation. Grantors authorize 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 Agent.

Grantors hereby authorize Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantors obtain 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.

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

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. 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.

6. Governing Law. This 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 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 North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). THE PROVISIONS OF THE LOAN AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature pages follow.]

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

**GRANTORS:**

CVM SERVICES, LLC

DocuSigned by:  
By: Adam Parker  
0989B071239D4B2...  
Name: Adam Parker  
Title: Manager

FLUID NETWORKS SERVICES, LLC

DocuSigned by:  
By: Adam Parker  
0989B071239D4B2...  
Name: Adam Parker  
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

**AGENT:**

LIVE OAK BANKING COMPANY

DocuSigned by:

By: \_\_\_\_\_

*Alexander Thompson*

1059D999B8224BB...

Name: Alexander Thompson

Title: VP – Sponsor Finance

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
CVM Services, LLC	www.iconverted.com	TXu001649553	9/17/2009



EXHIBIT B

Patents

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.			

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
CVM Services, CVM LLC		3957688	5/10/2011

Certificate Of Completion

Envelope Id: 54A4FFE4C13B4A2ABE709F80485DE72C

Status: Completed

Subject: Complete with DocuSign: Live Oak\_CN - Amendment No. 2 - signatures pages (Bank)(12065431.pdf

Source Envelope:

Document Pages: 7

Signatures: 9

Envelope Originator:

Certificate Pages: 1

Initials: 0

Megan Stark

AutoNav: Enabled

1741 Tiburon Dr

Envelope Stamping: Enabled

Wilmington, NC 28403

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

megan.stark@liveoak.bank

IP Address: 208.127.94.221

Record Tracking

Status: Original

Holder: Megan Stark

Location: DocuSign

3/11/2024 8:45:25 AM

megan.stark@liveoak.bank

Signer Events

Alexander Thompson

alex.thompson@liveoak.bank

AVP - Sponsor Finance

Live Oak Bank

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by: Alexander Thompson 1053D939B8224BB...

Signature Adoption: Pre-selected Style

Using IP Address: 208.127.94.221

Timestamp

Sent: 3/11/2024 8:48:58 AM

Viewed: 3/11/2024 8:54:38 AM

Signed: 3/11/2024 8:55:03 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/11/2024 8:48:58 AM

Certified Delivered

Security Checked

3/11/2024 8:54:38 AM

Signing Complete

Security Checked

3/11/2024 8:55:03 AM

Completed

Security Checked

3/11/2024 8:55:03 AM

Payment Events

Status

Timestamps

Certificate Of Completion

Envelope Id: CDB5E1521F0342B392ADBC0027A553C9

Status: Completed

Subject: Complete with DocuSign: Live Oak\_CN - Amendment No. 2 - signature pages - COMPLETE NETWORK.pdf

Source Envelope:

Document Pages: 10

Signatures: 23

Envelope Originator:

Certificate Pages: 5

Initials: 0

Megan Stark

AutoNav: Enabled

1741 Tiburon Dr

Enveloped Stamping: Enabled

Wilmington, NC 28403

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

megan.stark@liveoak.bank

IP Address: 208.127.94.221

Record Tracking

Status: Original

Holder: Megan Stark

Location: DocuSign

3/12/2024 7:55:42 AM

megan.stark@liveoak.bank

Signer Events

Adam Parker

adam@heritage-holding.com

Partner

Heritage Technology Services, LLC

Security Level: Email, Account Authentication (None), Access Code, Authentication

Signature

DocuSigned by: Adam Parker 0989B071239D4B2...

Signature Adoption: Pre-selected Style

Using IP Address: 65.188.72.246

Timestamp

Sent: 3/12/2024 8:06:09 AM

Viewed: 3/12/2024 10:49:04 AM

Signed: 3/12/2024 10:49:30 AM

Authentication Details

ID Check:

Transaction: 31028343846441

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address, SSN9, SSN4, DOB

Performed: 3/12/2024 10:48:56 AM

Question Details:

passed property.association.single.real

passed vehicle.historical.association.real

passed corporate.association.real

passed property.street.in.city.real

passed person.known.single.fake

failed corporate.association.real

Electronic Record and Signature Disclosure:

Accepted: 3/12/2024 10:49:04 AM

ID: 656c02b4-74a9-4e45-a522-ff57632f856a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/12/2024 8:06:09 AM

Certified Delivered

Security Checked

3/12/2024 10:49:04 AM

Signing Complete

Security Checked

3/12/2024 10:49:30 AM

Completed

Security Checked

3/12/2024 10:49:30 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure