

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI134377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPARK COMMUNITY INVESTMENT COMPANY		03/29/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	LAGO INNOVATION FUND III, LLC		
Street Address:	3575 Piedmont Rd		
Internal Address:	Bldg 15 Ste 730		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5724650	SPARKFUND	
Registration Number:	5724651	SPARKFUND TECHNOLOGY SUBSCRIPTION	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2310474 TM		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	04/01/2024		
Total Attachments: 7			
source=Lago-Sparkfund IP Security Agreement 3-24#page1.tif			

OP \$65.00.00 87632980

source=Lago-Sparkfund IP Security Agreement 3-24#page2.tif

source=Lago-Sparkfund IP Security Agreement 3-24#page3.tif

source=Lago-Sparkfund IP Security Agreement 3-24#page4.tif

source=Lago-Sparkfund IP Security Agreement 3-24#page5.tif

source=Lago-Sparkfund IP Security Agreement 3-24#page6.tif

source=Lago-Sparkfund IP Security Agreement 3-24#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 29, 2024 (the "**Agreement**") between **LAGO INNOVATION FUND III, LLC**, a Delaware limited liability company, as collateral agent for the Lenders (in such capacity, "**Agent**") and **SPARK COMMUNITY INVESTMENT COMPANY**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of March 29, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among, inter alios, Grantor, certain lenders from time to time party thereto (collectively, the "**Lenders**"), and Agent, as administrative agent and collateral agent for the Lenders. 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 Agent 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 trademarks at all times prior to the first use thereof.

The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent 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:

SPARK COMMUNITY INVESTMENT COMPANY, a Delaware corporation

By: 
982FE3DBEAF8436...

Name: Jonathan Plowe

Title: President

Address for Notices:

SPARK COMMUNITY INVESTMENT COMPANY
1808 Adams Mill Rd, NW
Washington, DC 20009
Attn: Jonathan Plowe
e: legal@sparkfund.com

AGENT:

LAGO INNOVATION FUND III, LLC,
a Delaware limited liability company

By: _____

Name: Heather La Freniere

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND III, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Heather La Freniere
e: heather@lagoinnovation.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

GRANTOR:

AGENT:

SPARK COMMUNITY INVESTMENT COMPANY, a Delaware corporation

LAGO INNOVATION FUND III, LLC, a Delaware limited liability company

By: _____

DocuSigned by:
Heather La Freniere
By: _____
B78174C472524D1...

Name: Jonathan Plowe

Name: Heather La Freniere

Title: President

Title: Managing Member

Address for Notices:

SPARK COMMUNITY INVESTMENT COMPANY
1808 Adams Mill Rd, NW
Washington, DC 20009
Attn: Jonathan Plowe
e: legal@sparkfund.com

Address for Notices:

LAGO INNOVATION FUND III, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Heather La Freniere
e: heather@lagoinnovation.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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>Filing Date:</u>	<u>Registration Date:</u>
SPARKFUND	87632980	5724650	Oct. 04, 2017	Apr. 16, 2019
SPARKFUND TECHNOLOGY SUBSCRIPTION	87633001	5724651	Oct. 04, 2017	Apr. 16, 2019

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>