

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEALTHENGINE, INC.		01/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King S. West, Suite 5702		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H3Y2		
Entity Type:	national bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85702772	WEALTHENGINE	
Serial Number:	85702771	WEALTHENGINE	
Serial Number:	85702769	WEALTHENGINE	
Serial Number:	85702768	WEALTHENGINE	
Serial Number:	85259568	BRIGHTCONTEXT	
Serial Number:	85702765	FINDWEALTH	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128762837		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP c/o Tara Reedy Sliva		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	15801040.000003		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	01/09/2019		

OP \$165.00 85702772

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of January 3, 2019, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Lender**”) and WEALTHENGINE, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral including, without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. The words “execution,” “signed,” “signature” and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

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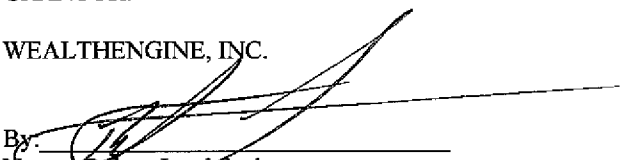
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

WealthEngine, Inc.
4340 East West Highway
Suite 900
Bethesda, Maryland 20814
Attention: Financial Officer

GRANTOR:

WEALTHENGINE, INC.

By: 
Name: Robert Lateford
Title: Chief Financial Officer

Address of Lender:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Mark Usher
Title: Managing Director

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

Address of Grantor:

WealthEngine, Inc.
4340 East West Highway
Suite 900
Bethesda, Maryland 20814
Attention: Financial Officer

GRANTOR:

WEALTHENGINE, INC.

By: _____
Name: Robert Latchford
Title: Chief Financial Officer

Address of Lender:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

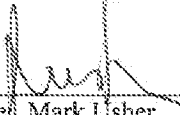
By:  _____
Name: Mark Usher
Title: Managing Director

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
WealthEngine, Inc.	WEALTHENGINE (multiple)	85702772 85702771 85702769 85702768	5/20/14 3/25/14 9/3/13 10/15/13
WealthEngine, Inc.	BRIGHTCONTEXT	85259568	10/9/12
WealthEngine, Inc.	FINDWEALTH	85702765	4/9/13