

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589687

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|---|-----------------------------|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRIANZ DIGITAL CONSULTING INC. | | 07/31/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HERITAGE BANK OF COMMERCE | | |
| Street Address: | 150 South Almaden Blvd. | | |
| City: | SAN JOSE | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4909489 | 3RACKS | |
| Serial Number: | 87636670 | DIGITAL SIMPLIFIED | |
| Serial Number: | 87612663 | DIGITAL EVOLUTION SIMPLIFIED | |
| 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 RD., #215 | | |
| Address Line 4: | PALO ALTO, CALIFORNIA 94306 | | |
| NAME OF SUBMITTER: | Patty Cheng | | |
| SIGNATURE: | /s/ Patty Cheng | | |
| DATE SIGNED: | 07/31/2020 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 31, 2020 by and between **TRIANZ DIGITAL CONSULTING INC.**, a Delaware corporation (“**Grantor**”) and **HERITAGE BANK OF COMMERCE**, a California corporation (“**Bank**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of 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. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s 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 Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, 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. Grantor hereby authorizes Bank 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 original of this Agreement containing amended exhibits 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 the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, 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” signature page were an original thereof.

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

Address of Grantor:

2350 Mission College Blvd., Suite 1250
Santa Clara, CA 95054
Attn: Sri Manchala

TRIANI DIGITAL CONSULTING INC.

By: 

Print Name: SRIMANTH MANCHALA

Title: CEO

Address of Bank:

224 Airport Parkway
San Jose, California 95110
FAX: (408) 947-6910

HERITAGE BANK OF COMMERCE

By: _____

Print Name: _____

Title: _____

TRADEMARK

REEL: 007012 FRAME: 0514

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

Address of Grantor:

2350 Mission College Blvd., Suite 1250
Santa Clara, CA 95054
Attn: Sri Manchala

TRIANZ DIGITAL CONSULTING INC.

By: _____

Print Name: _____

Title: _____

Address of Bank:

224 Airport Parkway
San Jose, California 95110
FAX: (408) 947-6910

HERITAGE BANK OF COMMERCE

By: *Mika Hansen*

Print Name: Mika Hansen

Title: President - SVP - Corporate Finance

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

| Title | Registration Number | Registration Date |
|--------------|----------------------------|--------------------------|
|--------------|----------------------------|--------------------------|

EXHIBIT B

Patents

Please Check Box if No Patents Exist

| Title | Serial Number / Patent Number | Application Date / Issue Date |
|--------------|--|--|
|--------------|--|--|

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial / Registration Number</u> | <u>Application /Registration Date</u> |
|---------------------------------|--|--|
| Digital Transformation Research | 87713397 | * |
| Digital Simplified | 87636670 | October 6, 2017 |
| Digital Evolution Simplified | 87612663 | September 18, 2017 |
| 3Racks | 4909489 | March 1, 2016 |

* — indicates dead, abandoned or cancelled trademark

The below listed trademarks were acquired by Grantor from Trianz Inc. pursuant to that certain Asset Purchase Agreement and Plan of Reorganization dated as of June 9, 2020.