

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628560

<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>
CV Systems, LLC		05/29/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daniel Nenadovic		
<b>Street Address:</b>	28 Kent Court		
<b>City:</b>	Lincolnshire		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60069		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4882428	CBI	
Registration Number:	4202201	CONIX	
Registration Number:	4066419	CONIX CLOUD SERVICES	
Registration Number:	4910212	CROSS-BANK INQUIRY	
Registration Number:	3417777	DUPE DETECTIVE	
Registration Number:	4066418	FRAUD DETECTIVE	
Registration Number:	2514856	OLSI	
Registration Number:	2015008	ORBS	
Registration Number:	2575906	QSC	
Registration Number:	2587836	REACT	
Registration Number:	2694605	SPIS	
Registration Number:	2597402	SPMS	
Registration Number:	2531842	STGM	
Registration Number:	2536370	TBO	
Registration Number:	1902453	TCM THE CONTROL MACHINE	
Registration Number:	1892010	SUPRRB	
Registration Number:	1892011	CLAS	
Registration Number:	3246604	CIPS	
Registration Number:	2062714	CLRS	
<b>TRADEMARK</b>			

OP \$515.00 4882428

Property Type	Number	Word Mark
Registration Number:	2064571	QUICKILL

**CORRESPONDENCE DATA**

**Fax Number:** 2033482321

*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.*

**Phone:** 203-358-0800

**Email:** cwinsor@dmoc.com

**Correspondent Name:** Christina L. Winsor / Diserio Martin

**Address Line 1:** 1010 Washington Boulevard, Suite 800

**Address Line 4:** Stamford, CONNECTICUT 06901

<b>NAME OF SUBMITTER:</b>	Christina L. Winsor
<b>SIGNATURE:</b>	/christina l winsor/
<b>DATE SIGNED:</b>	02/26/2021

**Total Attachments: 16**

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31108

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement dated as of May 29, 2020 (the "Agreement") is executed by CV Systems, LLC, a Delaware limited liability company ("Grantor"), to and for the benefit of Daniel Nenadovic, and his successors and assigns ("Secured Party").

RECITALS:

A. Secured Party has a direct or indirect economic interest in the Grantor and, having a financial interest in the Grantor, has agreed to loan the principal amount of Five Hundred Thousand and 00/100 Dollars (the "Loan") to Grantor pursuant to the terms and conditions of that certain Senior Secured Promissory Note (the "Note") dated as of even date herewith.

B. It is a condition precedent to Secured Party's acceptance of the Note that Grantor execute and deliver this Agreement granting Secured Party a senior secured lien in all of Grantor's intellectual property assets, of whatever nature, to secure the payment and performance of all of the Secured Obligations (defined below).

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

AGREEMENTS:

To induce Secured Party to provide the Loan, Grantor hereby agrees as follows:

1. Defined Terms. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Event of Default" has the meaning set forth in Section 4.

"Lien" means any security interest, mortgage, pledge, lien, encumbrance, charge, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever.

"Proceeds" means "proceeds" as defined in Section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

"UCC" means the Uniform Commercial Code as enacted and amended in the State of Illinois, and as may be further amended from time to time.

2. Grant of Security Interests. Grantor hereby grants, assigns, remises, releases, warrants and conveys to Secured Party, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Collateral"), all of which property, rights and interests are hereby pledged primarily and not secondarily:

(a) Trademarks, service marks, assumed or fictitious trade names, trade dress, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, those listed on Exhibit A attached hereto, and (i) all renewals thereof, (ii) all income, royalties,

damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing and (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith (all of the foregoing in this subsection (a) are collectively referred to as the "Trademarks");

(b) Copyrights, including, without limitation, those listed on Exhibit B attached hereto, whether or not the underlying works of authorship have been published, all registrations and recordings thereof and all applications in connection therewith, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (b) are collectively referred to as the "Copyrights");

(c) Patents and patent applications, including, without limitation, the patents listed on Exhibit C attached hereto; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (c) are collectively referred to as the "Patents"); and

(d) Rights under and interests in all trademark license agreements, service mark license agreements (together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements) copyright license agreements and patent license agreements with any other party, including, without limitation, those listed on Exhibit D attached hereto, whether Grantor is a licensee or licensor under any such license agreement, but excluding any license agreement if (and solely to the extent and for so long as) such license agreement expressly prohibits Grantor from granting any Lien thereon (all of the foregoing in this subsection (d) are collectively referred to as the "Licenses").

TO HAVE AND TO HOLD the Collateral, unto Secured Party, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Collateral after the occurrence of any Event of Default;

FOR THE PURPOSE OF SECURING: (i) the payment of the Note and all interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceedings), late charges, and other indebtedness evidenced by or owing under the Note when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise (the "Indebtedness"); (ii) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contracts, causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding regardless of whether allowed or allowable in such proceedings); and (iii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Grantor or any other obligor to or benefiting Secured Party which are evidenced or secured by or otherwise provided in the Note, or this Agreement, with interest thereon as provided herein or therein (collectively, the "Secured Obligations").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Grantor covenants that, so long as any portion of the Indebtedness remains unpaid, Grantor will:

(a) pay when due the Indebtedness in accordance with the terms of the Note and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Grantor under the Note and this Agreement;

(b) pay when due any indebtedness which may be secured by a permitted Lien or charge on the Collateral on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such Lien to Secured Party;

(c) not, without providing at least 90 days' prior written notice to Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business or its organization identification number. Grantor will, prior to any change described in the preceding sentence, take all actions reasonably requested by Secured Party to maintain the perfection and priority of Secured Party's security interest in the Collateral;

(d) keep the Collateral, to the extent not delivered to Secured Party, at Grantor's address listed in the notice provision of this Agreement and Grantor will not remove the Collateral from such location without providing at least 30 days prior written notice to Secured Party. Grantor will, prior to any change described in the preceding sentence, take all actions required by Secured Party to maintain the perfection and priority of Secured Party's security interest in the Collateral;

(e) defend title to the Collateral and the lien and security interest of Secured Party therein against the claim of any person claiming against or through Grantor and shall maintain and preserve such perfected security interest for so long as this Agreement shall remain in effect;

(f) not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict or grant, create, permit or suffer to exist any Lien on any of the Collateral or any interest therein, other than presently existing Liens in favor of JZK Inc.; 303 Alternatives, LLC; David Duckler; Alfred A. Lucier; Jeff Crouth, as Trustee of Henley Vending 401k Trust; Jeff Crouth, as Trustee of the Jane E. Crouth Trust; Leon Rane; Jeffrey Kaplan; Leonard Kaplan; Mars Asset Management, LLC; Michael J. Rane, as Trustee and Beneficiary of the Michael J. Rane Profit Sharing Plan & Trust; Patrick Sullivan; Fortune Massuda; Ranslem Capital L.P.; Whale Capital LP; and Secured Party (the "Existing Liens");

(g) will not use the Collateral in violation of law or any policy of insurance thereon;

(h) promptly pay when due all taxes, assessments governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement; and

(i) continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances.

3. Restrictions on Transfer.

(a) Grantor, without the prior written consent of Secured Party, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, Lien or other alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer": The Collateral or any part thereof or interest therein, excepting only sales or other dispositions of Collateral ("Obsolete Collateral") no longer useful in connection with Grantor's operation, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral, in each case whether any such conveyance, sale, assignment, transfer, Lien, or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this section shall not apply to (i) the Existing Liens, (ii) liens securing the Indebtedness, (iii) the Lien of current taxes and assessments not in default, or (iv) any transfers of the Collateral, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

(b) Grantor recognizes that any secondary financing placed upon the Collateral (i) may divert funds which would otherwise be used to pay the Note; (ii) could result in acceleration and foreclosure by any such secondary encumbrancer which would force Secured Party to take measures and incur expenses to protect its security; (iii) would detract from the value of the Collateral should Secured Party come into possession thereof with the intention of selling same. In accordance with the foregoing and for the purposes of (A) protecting Secured Party's security, both of repayment and of value of the Collateral; (B) giving Secured Party the full benefit of its bargain and contract with Grantor; (C) allowing Secured Party to raise the interest rate and collect assumption fees; and (D) keeping the Collateral free of subordinate financing Liens, Grantor agrees that if this section is deemed a restraint on alienation, that it is a reasonable one.

4. Events of Default; Acceleration.

Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

(a) Grantor fails to pay (i) any installment of principal or interest payable pursuant to the terms of the Note, or (ii) any other amount payable to Lender under the Note or this Agreement within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof;

(b) Grantor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Grantor under the Note, this Agreement, or the Security Agreement dated of even date herewith between Grantor and Secured Party (the "Security Agreement"); provided, however, that so long as the priority, validity and enforceability of the liens created by this Agreement are not impaired, threatened or jeopardized, then Grantor shall have a period (the "Cure Period") of ten (10) days after Grantor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period;

(c) The existence of any inaccuracy or untruth in any material respect in any certification, representation or warranty contained in this Agreement, the Note, the Security Agreement,

or of any statement or certification as to facts delivered to Secured Party by Grantor concurrent with the execution of this Agreement;

(d) Grantor files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Grantor or of all or any substantial part of the property of Grantor or all or a substantial part of the assets of Grantor are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or located within thirty (30) days;

(e) The commencement of any involuntary petition in bankruptcy against Grantor or the institution against Grantor of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Grantor which shall remain undismissed or undischarged for a period of sixty (60) days;

(f) The dissolution, termination or merger of Grantor;

(g) Grantor or any affiliate, officer, manager or representative of the foregoing files an answer consenting to, or otherwise acquiescing in, or joining in, any involuntary petition filed against it by any other person or entity under the bankruptcy code or any other federal or state bankruptcy or insolvency law;

(h) Grantor makes an assignment for the benefit of creditors or admits, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due;

(i) There occurs a substantive consolidation of Grantor's assets with those of another entity in a bankruptcy proceeding unless such consolidation was involuntary and not consented to by Grantor and is discharged, stayed or dismissed within thirty (30) days following the occurrence of such consolidation;

(j) The occurrence of a Prohibited Transfer;

(k) The occurrence of an Event of Default under the Note; or

(l) The occurrence of any other default after the expiration of any applicable periods of notice or cure, under any document or agreement evidencing or securing any other financial obligation or indebtedness of Grantor to Secured Party.

If an Event of Default occurs, Secured Party may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Grantor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate (as defined in the Note).

5. Remedies. Upon the occurrence and continuance of any Event of Default, and in every such event, Secured Party may, without presentment, demand, protest or other notice of any kind (except as otherwise expressly provided herein), all of which are hereby expressly waived, exercise all of the remedies of a Secured Party under applicable law relating to such Secured Party, including, but not limited to, the UCC, and all of its rights and remedies under the Note or this Agreement and all Collateral. In addition to and without limitation of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party may pursue, in any jurisdiction where enforcement is sought, any

remedy available under this Agreement or at law (including under the provisions of the UCC) or in equity to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, all of which remedies may be pursued by Secured Party separately, successively or simultaneously, with or without notice to any Grantor, and at the sole option of and in the sole discretion of Secured Party.

6. Secured Party Appointed Attorney-in-Fact. Grantor hereby appoints Secured Party Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time during the continuance of an Event of Default in Secured Party's discretion to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but Secured Party shall not be obligated to and shall have no liability to Grantor any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

7. Rights Cumulative.

Each right, power and remedy herein conferred upon Secured Party is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Secured Party, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Secured Party in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

8. Release Upon Payment and Discharge of Grantor's Obligations.

Secured party shall release this Agreement and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by Secured Party in connection with the execution of such release.

9. Notices.

Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To Grantor

CV Systems, LLC  
19500 State Highway 249  
Suite 345  
Houston, Texas 77070  
Attention: Board of Managers

To Secured Party:

Daniel Nenadovic  
28 Kent Court  
Lincolnshire, Illinois 60069



or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

10. Perfection of Security Interest and Further Assurances.

(a) Grantor shall, from time to time, as may be required by Secured Party with respect to all Collateral, immediately take all actions as may be requested by Secured Party to perfect the security interest of Secured Party in the Collateral, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC, as applicable, Grantor shall immediately take all actions as may be requested from time to time by Secured Party so that control of such Collateral is obtained and at all times held by Secured Party. All of the foregoing shall be at the sole cost and expense of Grantor.

(b) Grantor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any relevant jurisdiction (including, without limitation, the United States Patent and Trademark Office (the "USPTO")) any financing statements or other evidence of Secured Party's lien in and to the Collateral and amendments thereto that contain the information required by Article 9 of the UCC or the USPTO of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor hereunder, without the signature of Grantor where permitted by law, including the filing of a financing statement describing the Collateral as all assets now owned or hereafter acquired by Grantor, or words of similar effect. Grantor agrees to provide all information required by Secured Party pursuant to this Section promptly to Secured Party upon request.

(c) Grantor agrees that at any time and from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that Secured Party may request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to the Collateral.

11. Further Instruments.

Upon reasonable request of Secured Party, Grantor shall execute, acknowledge and deliver all such additional instruments and further assurances as shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Agreement.

12. Additional Indebtedness Secured.

All persons and entities with any interest in the Collateral or about to acquire any such interest should be aware that this Agreement secures more than the stated principal amount of the Note and interest thereon; this Agreement secures any and all other amounts which may become due under the Note, or any other document or instrument evidencing, securing or otherwise affecting the Secured Obligations, including, without limitation, any and all amounts expended by Secured Party to operate, manage or maintain the Collateral or to otherwise protect the Collateral or the lien of this Agreement.

13. Indemnity.

Grantor hereby covenants and agrees that no liability shall be asserted by Grantor or enforced by Grantor against Secured Party in the exercise of the rights and powers granted to Secured Party in this Agreement, and the Agreement hereby expressly waives and releases any such liability, except to the extent resulting from the gross negligence or willful misconduct of Secured Party. Grantor shall indemnify and save Secured Party harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "Claims"), of whatever kind or nature which may be imposed on, incurred by or asserted against Secured Party at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Grantor may or does become a party, either as plaintiff or as a defendant, by reason of this Agreement or for the purpose of protecting the lien of this Agreement; (b) the offer for sale or sale of all or any portion of the Collateral; provided, however, that Grantor shall not be obligated to indemnify or hold Secured Party harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Secured Party. All costs provided for herein and paid for by Secured Party shall be so much additional indebtedness and shall become immediately due and payable upon demand by Grantor and with interest thereon from the date incurred by Secured Party until paid at the Default Rate.

14. Representations and Warranties. Grantor hereby represents and warrants as follows:

(a) Grantor has good and marketable title to all Collateral in which Grantor is purporting to grant a security interest to Secured Party;

(b) Grantor has the right and power to pledge and grant to Secured Party a security interests in the Collateral in which Grantor is purporting to grant a security interest to Secured Party, on the terms set forth in this Agreement;

(c) Grantor has full, power, authority and legal right to enter in this Agreement;

(d) This Agreement has been duly authorized, executed and delivered by Grantor and constitutes a legal, valid and binding obligation of Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law);

(e) Grantor has taken all action required on its part for control (as defined in sections 8-106, 9-104, 9-106, 9-107 of the UCC, as applicable) to have been obtained by Secured Party over all Collateral with respect to which such control may be obtained pursuant to the UCC and, except for such data as is maintained "in the cloud" on third party servers, no other person (other than Grantor) has possession or control over any part of the Collateral.

16. Miscellaneous.

(a) This Agreement and all provisions hereof shall be binding upon and enforceable against Grantor and its assigns and other successors. This Agreement and all provisions hereof shall inure to the benefit of Grantor, its successors and assigns and any Secured Party or Secured Parties, from time to time, of the Note.

(b) In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any

court, Grantor and Secured Party shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. This Agreement is to be construed in accordance with and governed by the laws of the State of Illinois.

(c) Secured Party shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Grantor or of any lessee, operator, concessionaire or licensee of Grantor in the conduct of their respective businesses, and, without limiting the foregoing, Secured Party shall not be deemed to be such partner, joint venturer, agent or associate on account of Secured Party exercising any rights pursuant to this Agreement.

(d) Time is of the essence of the payment by Grantor of all amounts due and owing to Secured Party under the Note and the performance and observance by Grantor of all terms, conditions, obligations and agreements contained in this Agreement.

(e) **TO INDUCE SECURED PARTY TO ACCEPT THE NOTE, GRANTOR IRREVOCABLY AGREES THAT, SUBJECT TO SECURED PARTY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTE AND THIS AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON GRANTOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO GRANTOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.**

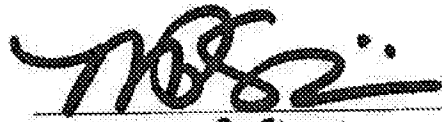
(f) **GRANTOR AND SECURED PARTY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST SECURED PARTY OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

(g) This Agreement, the Note, and the Security Agreement constitute the complete agreement between the parties with respect to the subject matter hereof may not be modified, altered or amended except by an agreement in writing signed by both Grantor and Secured Party.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has executed and delivered, and Secured Party has accepted, this Intellectual Property Security Agreement the day and year first above written.

CV SYSTEMS, LLC,  
a Delaware limited liability company



By: \_\_\_\_\_  
Name: MICHAEL P. SAVINA  
Title: CHAIRMAN OF BOARD

SECURED PARTY:

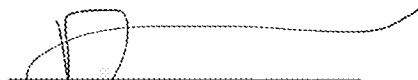
\_\_\_\_\_  
Daniel Nenadovic

IN WITNESS WHEREOF, Grantor has executed and delivered, and Secured Party has accepted, this Intellectual Property Security Agreement the day and year first above written.

CV SYSTEMS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:

  
\_\_\_\_\_  
Daniel Nenadovic

**EXHIBIT A**  
**TRADEMARKS**

All, including those identified below:

<u>TRADEMARK</u>	<u>U.S. REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
CBI	4882428	1/5/2016
CONIX	4202201	9/4/2012
CONIX CLOUD SERVICES	4066419	12/6/2011
CROSS-BANK INQUIRY	4910212	3/1/2016
DUPE DECTIVE	3417777	4/29/2008
FRAUD DETECTIVE	4066418	12/6/2011
OLSI	2514856	12/4/2001
ORBS	2015008	11/12/1996
QSC	2575906	4/4/2002
REACT	2587836	7/2/2002
SPIS	2694605	3/11/2003
SPMS	2597402	7/23/2002
STGM	2531842	1/22/2002
TBO	2536370	2/2/2002
TCM THE CONTROL MACHINE	1902453	7/4/1995
SUPRRB	1892010	5/2/1995
CLAS	1892011	5/2/1995
CIPS	3246604	5/29/2007

CLRS	2062714	5/20/1997
QUICKILL	2064571	5/27/1997

**EXHIBIT B**  
**COPYRIGHTS**

All, including those identified below:

<u>COPYRIGHT TITLE</u>	<u>U.S. COPYRIGHT NUMBER</u>	<u>REGISTRATION DATE</u>
CONIX 3 MICR extract utility (MICRUTIL)	TX0003501413	12/14/1992
On-line string inquiry system (OLSI)	TX0003454384	12/11/1992
Sort pattern inquiry system	TX0003458323	12/16/1992
Micr extract utility	TX0003501413	1992
Epoch electronic image sorter	TX0004161850	10/18/1995

**UNREGISTERED COPYRIGHTS**

<u>COPYRIGHT TITLE</u>	<u>U.S. COPYRIGHT NUMBER</u>	<u>REGISTRATION DATE</u>
BFCS/Bulk filing control system	N/A	N/A
DASH/Deposit and send history	N/A	N/A
MUM/Memory utilization module	N/A	N/A
ORIES/Online return item entry system	N/A	N/A
SuPRRB/Sub-pass reject repair and balancing	N/A	N/A
TCM/The control machine	N/A	N/A
CCS/Concurrent cobol sort	N/A	N/A



**EXHIBIT C**

**PATENTS**

All.

**EXHIBIT D**

**LICENSES**

All.

PFS-007434-0007.2458759.1

**RECORDED: 02/26/2021**

**TRADEMARK  
REEL: 007204 FRAME: 0707**