

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICRODESK, INC.		07/22/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	M&T Bank		
Street Address:	ONE M&T PLAZA		
City:	BUFFALO		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6210584	ARID	
Registration Number:	4992952	MODELSTREAM	
Serial Number:	90127139	BIMRX PROJECT	
Serial Number:	90127111	BIMRX CLOUD MANAGER	
Serial Number:	90127074	BIMRX MEP	
Serial Number:	90127055	BIMRX FABRICATION	
Serial Number:	90127032	BIMRX CORE	
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:	800-494-5225		
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, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1424585		
NAME OF SUBMITTER:	ANDREW NASH		

OP \$190.00 6210584

SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	07/22/2021
Total Attachments: 9 source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page1.tif source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page2.tif source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page3.tif source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page4.tif source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page5.tif source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page6.tif source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page7.tif source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page8.tif source=Intellectual Property Security Agreement - Microdesk (EXECUTION VERSION)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of July 22, 2021 by and between (a) **M&T BANK**, a New York banking corporation, with its chief executive office at One M&T Plaza, Buffalo, New York 14203 (“Bank”) and (b) **MICRODESK, INC.**, a Massachusetts corporation, having a mailing address and principal place of business at 10 Tara Boulevard, Suite 420, Nashua, New Hampshire 03062 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”); capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its intellectual property to secure the Obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, the Security Agreement, and this Agreement, Grantor has granted to Bank a security interest in all of Grantor’s 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its 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 Grantor 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

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

(j) 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. Grantor authorizes 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 Bank.

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 Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan 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.

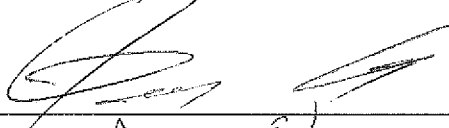
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

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

GRANTOR:

MICRODESK, INC.

By: 

Name: *Darren E. [unclear]*
Title: *CFO*

BANK:

M&T BANK

By: _____

Name:

Title:

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

GRANTOR:

MICRODESK, INC.

By: _____

Name:

Title:

BANK:

M&T BANK

By: _____ 

Name: Jonathan Sanchez

Title: Vice President

EXHIBIT A

Copyrights

NONE

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BIMRX PROJECT	90127139	8/20/2020
BIMRX CLOUD MANAGER	90127111	8/20/2020
BIMRX MEP	90127074	8/20/2020
BIMRX FABRICATION	90127055	8/20/2020
BIMRX CORE	90127032	8/20/2020
ARID	88912974	5/12/2020
	6210584	12/1/2020
MODELSTREAM	86816952	11/11/2015
	4992952	7/5/2016

