

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valucentric, LLC		09/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank Australia Limited		
Street Address:	333 Collins Street		
Internal Address:	Level 10		
City:	Melbourne, Victoria		
State/Country:	AUSTRALIA		
Postal Code:	3000		
Entity Type:	Limited Company: AUSTRALIA		
Name:	The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch		
Street Address:	333 Collins Street		
Internal Address:	Level 10		
City:	Melbourne, Victoria		
State/Country:	AUSTRALIA		
Postal Code:	3000		
Entity Type:	Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90330488	VALUCENTRIC	
Serial Number:	90053869	IVALU	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		

CH \$65.00 90330488

ATTORNEY DOCKET NUMBER:	065129
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/04/2021

Total Attachments: 5

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**Grant of Security Interest
in United States Trademarks**

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 29th, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of HSBC Bank Australia Limited and The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch, as Secured Parties (in such capacity, together with their respective successors and permitted assigns, the "**Secured Parties**").

WHEREAS, the Grantors are party to a Security Agreement dated as of October 30, 2019 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Secured Parties pursuant to which the Grantors granted a security interest to the Secured Parties in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Secured Parties as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property, being herein collectively referred to as the "Trademark Collateral"):

- (i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto; and
- (ii) all products and proceeds of the foregoing.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the termination of the Security Agreement, the Secured Parties shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

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

VALUCENTRIC, LLC, as Grantor

By: Opteon Appraisal, Inc., its sole member

DocuSigned by:

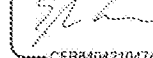
F8DE1F17798D4F4...

By: _____
Name: Chris Knight
Title: President

[Signature Page to Trademark Security Agreement]

HSBC BANK AUSTRALIA LIMITED,
as a Secured Party

DocuSigned by:



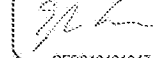
By: CFB840421047446...

Name: Stephen A O'CONNOR

Title: Head of MME, Victoria

**THE HONGKONG AND SHANGHAI BANKING
CORPORATION LIMITED, SYDNEY BRANCH,**
as a Secured Party

DocuSigned by:



By: CFB840421047446...

Name: Stephen A O'CONNOR

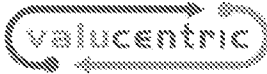
Title: Head of MME, Victoria

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007441 FRAME: 0480

Schedule A to Trademark Security Agreement

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
90330488	United States of America	11/19/2020	
90056869	United States of America	7/15/2020	IVALU

Schedule A

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