

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEGEND ENERGY ADVISORS LLC		11/30/2021	Limited Liability Company: WYOMING
LEGEND ENERGY ADVISORS, INC.		11/30/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HERITAGE BANK OF COMMERCE
Street Address:	224 Airport Parkway
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6456507	LEGEND ANALYTICS
Registration Number:	5299144	FACILITY LEGEND
Registration Number:	5375848	DO YOU KNOW?
Registration Number:	5065772	THE ENERGY OF THINGS
Registration Number:	4904494	LEGEND ENERGY ADVISORS N
Registration Number:	4900969	LEGEND ENERGY ADVISORS
Serial Number:	90597800	LEADGE
Serial Number:	88233711	DATAKEYS
Serial Number:	88131511	LEGENDANALYTICS
Serial Number:	88663886	THE ANTI-ENTROPY COMPANY

CORRESPONDENCE DATA

Fax Number:

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: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

OP \$265.00 6456507

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: 12/14/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2021 by and between LEGEND ENERGY ADVISORS, INC., a Delaware corporation (“Parent”), LEGEND ENERGY ADVISORS LLC, a Wyoming limited liability company (“Subsidiary”), and HERITAGE BANK OF COMMERCE, a California corporation (“Bank”). Parent and Subsidiary are each also referred to herein as a “Grantor”.

RECITALS

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

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such 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.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any 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. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a 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 Grantors:

2200 Post Oak Blvd. Suite 1000
Houston, TX 77056
Attn: Daniel Crosby, CEO

GRANTORS:

LEGEND ENERGY ADVISORS, INC

By: Uli Hutt
Print Name: Chris Hackett
Title: Chief Financial Officer

LEGEND ENERGY ADVISORS, LLC

By: Uli Hutt
Print Name: Chris Hackett
Title: Chief Financial Officer

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

BANK:

HERITAGE BANK OF COMMERCE

Address of Bank:
224 Airport Parkway
San Jose, California 95110
Attn: Karla Schrader

By: 

Print Name: KARLA SCHRADER

Title: VP