

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705395

<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>
WAZOKU LIMITED		01/26/2022	United Kingdom Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAAS CAPITAL FUND III(b), LP		
<b>Street Address:</b>	1311 Vine Street		
<b>Internal Address:</b>	Attn: Steve Jaffee		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4995977	WAZOKU	
<b>Serial Number:</b>	85295736	CHALLENGE DRIVEN INNOVATION	
<b>Registration Number:</b>	2766510	INNOCENTIVE CHALLENGES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165665800		
<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>			
<b>Phone:</b>	2165665546		
<b>Email:</b>	mae.smith@thompsonhine.com		
<b>Correspondent Name:</b>	Justin Powell		
<b>Address Line 1:</b>	3900 Key Center, 127 Public Square		
<b>Address Line 2:</b>	Thompson Hine LLP		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Justin Powell		
<b>SIGNATURE:</b>	/Justin Powell/		
<b>DATE SIGNED:</b>	01/28/2022		
<b>Total Attachments: 7</b>			
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**PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement is entered into as of January 26, 2022, by and between SAAS CAPITAL FUND III(b), LP, a Delaware limited partnership (“Grantee”) and WAZOKU LIMITED, a company incorporated and registered in the United Kingdom (“Grantor”).

**RECITALS**

A. Grantee has agreed to make certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”).

B. The term “Patents” means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term “Trademarks” means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Grantor connected with and symbolized by such trademarks, service marks and trade dress.

D. The term “Copyrights” means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term “Trade Secrets” means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) 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 its obligations under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor’s right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights listed on Exhibits A, B and C, respectively, hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations in-part thereof, in each case whether now existing or hereafter acquired.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Grantee of any one or more of the rights, powers or remedies provided for herein, in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Grantee, of any or all other rights, powers or remedies.


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4885-9601-5876.4

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

GRANTOR:

WAZOKU LIMITED

By:   
Name: Simon Hill  
Title: Director

Address of Grantor:

Wazoku Limited  
3 Lower Thames Street,  
London, EC3R 6HD  
Attn: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUND III(b), LP

By: SC GP III(b), LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Steve Jaffee  
Title: Manager

Address of Grantee:

SaaS Capital Fund III(b), LP  
1311 Vine Street  
Cincinnati, Ohio 45202  
Attn: Steve Jaffee

Signature Page to  
Patent, Trademark and Copyright Security Agreement

**TRADEMARK**  
**REEL: 007592 FRAME: 0262**

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

GRANTOR:

WAZOKU LIMITED

By: \_\_\_\_\_

Name: Simon Hill

Title: Director

Address of Grantor:

Wazoku Limited  
3 Lower Thames Street,  
London, EC3R 6HD  
Attn: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUND III(b), LP

By: SC GP III(b), LLC

Its: General Partner

By:  \_\_\_\_\_

Name: Steve Jaffee

Title: Manager

Address of Grantee:

SaaS Capital Fund III(b), LP  
1311 Vine Street  
Cincinnati, Ohio 45202  
Attn: Steve Jaffee

EXHIBIT A

Patents

None.

Exhibit A

**TRADEMARK**  
**REEL: 007592 FRAME: 0264**

EXHIBIT B

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Wazoku	Wazoku Limited	86599761	April 16, 2015	4995977	July 12, 2016
Challenge Driven Innovation	Wazoku Limited	85295736	April 14, 2011		
InnoCentive Challenges	Wazoku Limited	2766510		2766510	September 20, 2003



EXHIBIT C

Copyrights

<u>Owner</u>	<u>Identifier</u>	<u>Registration Number</u>	<u>Reg. Date</u>
Wazoku Limited	InnoCentive Inc	TXu001668915	July 12, 2016
Wazoku Limited	InnoCentive Inc	TXu001734640	November 8, 2010

Exhibit C