

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716963

| | | | |
|---|-------------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| INCO-CHECK, LLC | | 03/14/2022 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Caprice Capital Partners, LLC | | |
| Street Address: | 1230 Rosecrans Avenue, Suite 425 | | |
| Internal Address: | Attn: Jon Finch | | |
| City: | Manhattan Beach | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90266 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5084596 | QC ALLY | |
| Registration Number: | 5084595 | QC ALLY THE ONLY ALLIANCE YOU NEED! | |
| Registration Number: | 5122046 | QC ALLY | |
| Registration Number: | 5833647 | BUILT BY EXPERTS, FOR EXPERTS | |
| Registration Number: | 5970727 | INCO-CHECK | |
| Registration Number: | 3156942 | IC INCO-CHECK MINIMIZING RISK THROUGH IN | |
| 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: | 9188355997 | | |
| Email: | shiers@mcguirewoods.com | | |
| Correspondent Name: | Fredericka J. Sowers | | |
| Address Line 1: | 501 Fayetteville Street | | |
| Address Line 2: | Suite 500 | | |
| Address Line 4: | Raleigh, NORTH CAROLINA 27601 | | |
| NAME OF SUBMITTER: | Fredericka J. Sowers | | |
| SIGNATURE: | /Fredericka J. Sowers/ | | |

OP \$165.00 5084596

| | |
|---------------------|------------|
| DATE SIGNED: | 03/27/2022 |
|---------------------|------------|

Total Attachments: 8

- source=Inco-Check - Intellectual Property Security Agreement Executed#page1.tif
- source=Inco-Check - Intellectual Property Security Agreement Executed#page2.tif
- source=Inco-Check - Intellectual Property Security Agreement Executed#page3.tif
- source=Inco-Check - Intellectual Property Security Agreement Executed#page4.tif
- source=Inco-Check - Intellectual Property Security Agreement Executed#page5.tif
- source=Inco-Check - Intellectual Property Security Agreement Executed#page6.tif
- source=Inco-Check - Intellectual Property Security Agreement Executed#page7.tif
- source=Inco-Check - Intellectual Property Security Agreement Executed#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “IP Security Agreement”) dated as of March 14, 2022, is made by INCO-CHECK, LLC, a California limited liability company, (“Grantor”), in favor of CAPRICE CAPITAL PARTNERS, LLC, a Delaware limited liability company, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other Secured Parties (as defined below).

WHEREAS, Grantors have entered into that certain Credit Agreement with the Administrative Agent, certain financial institutions from time to time party thereto (collectively, the “Lenders”), and (the Administrative Agent and the Lenders, collectively, the “Secured Parties”), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, each Grantor has granted to the Administrative Agent, on behalf of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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

SECTION 1. **Definitions**. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, or if not therein, in the Uniform Commercial Code as in effect in the state of New York. The following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation**. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts**. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Credit Agreement, the Credit Agreement shall control.

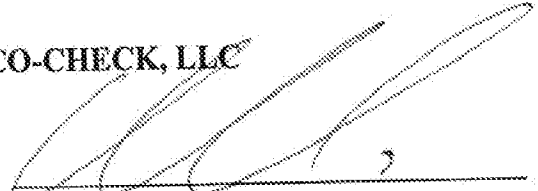
SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

INCO-CHECK, LLC

By: 
Name: Michael Detwiler
Title: President


SCHEDULE A
TO
IP SECURITY AGREEMENT


PATENTS

None.

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

| Grantor | Trademark | Application/Registration Number | Status | Application/Registration Date |
|-----------------|--|---------------------------------|-------------|---|
| Inco-Check, LLC | QC ALLY | RN: 5084596 SN: 86477015 | Registered | Application: December 10, 2014 Registered: November 22, 2016 |
| Inco-Check, LLC | QC ALLY THE ONLY ALLIANCE YOU NEED! (Stylized)  | RN: 5084595 SN: 86476897 | Registered, | Application: December 10, 2014 Registered: November 22, 2016 |
| Inco-Check, LLC | QC ALLY | RN: 5122046 SN: 86898116 | Registered | Application: February 4, 2016 Registered: January 17, 2017 |
| Inco-Check, LLC | BUILT BY EXPERTS, FOR EXPERTS | RN: 5833647 SN: 88271752 | Registered | Application: January 22, 2019 Registered: August 13, 2019 |
| Inco-Check, LLC | INCO-CHECK | RN: 5970727 SN: 88271746 | Registered | Application: January 22, 2019 Registered: January 28, 2020 |
| Inco-Check, LLC | IC INCO-CHECK MINIMIZING RISK THROUGH INFORMATION and Design | RN: 3156942 SN: 78631834 | Renewed | Application: May 17, 2005 Registered: October 17, 2006 Last Renewal: October 17, 2016 |

| Grantor | Trademark | Application/Registration Number | Status | Application/Registration Date |
|---------|--|---------------------------------|--------|-------------------------------|
| |  The logo for 'Inco-Check' features the text 'Inco-Check' in a bold, sans-serif font. To the left of the text is a square icon containing a stylized, grid-like pattern of dots and lines, resembling a checkmark or a barcode. | | | |

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

| Grantor | Title | Type of Work | Registration Number |
|-----------------|--------------------------------|---------------------|----------------------------|
| Inco-Check, LLC | Inco-Check Controller Software | Computer File | TX0008033053 |
| Inco-Check, LLC | Inco-Check Reports. | Text | TX0008027512 |
| Inco-Check, LLC | QC Ally. | Computer File | TXu001959030 |