

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ringmaster Technologies, Inc.		07/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	97244506		
Serial Number:	97244472	RINGMASTER	
Serial Number:	97246253	AGENCY-LINQ	
Serial Number:	88550663	MAKING WORKFLOWS WORK SMARTER	
Serial Number:	88550594	RMT	
Serial Number:	88550539	THE FUTURE OF HEALTHCARE PROCESS AUTOMAT	
Serial Number:	88550557	THE FUTURE OF PROCESS AUTOMATION	
Serial Number:	88550578	Q2C	
Serial Number:	88550613	QUOTE-LINQ	
Serial Number:	88550629	SMART-LINQ	
Serial Number:	87927636	QUOTE TO CONTRACT	
Serial Number:	87927631	RINGMASTER TECHNOLOGIES	
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:	7033826485		
Email:	DHall@vlpawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		

OP \$315.00 97244506

Address Line 4: Reston, VIRGINIA 20191

NAME OF SUBMITTER: Davis Hall

SIGNATURE: /DavisHall/

DATE SIGNED: 08/04/2022

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 27, 2022 by and between COMERICA BANK ("Bank") and RINGMASTER TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

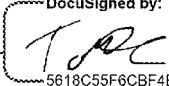
GRANTOR:

Address of Grantor:

5200 Town Center Circle, Suite 540
Boca Raton, FL 33486

Attn: Chief Executive Officer

RINGMASTER TECHNOLOGIES, INC.

By:  _____
DocuSigned by:
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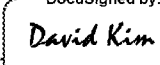
Name: Todd Roberti
Title: Chief Executive Officer

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

By:  _____
DocuSigned by:
2379089DF82A42E...

Name: David Kim
Title: Senior Vice President

With a copy to:

Comerica Bank
230 Park Avenue, Suite 634
New York, NY 10169
Attn: David Kim
FAX: (650) 462-6061

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

COPY VIEW

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

COPY VIEW

EXHIBIT C

Trademarks

Description

RINGMASTER

AGENCY-LINQ

MAKING WORKFLOWS WORK SMARTER

RMT

THE FUTURE OF HEALTHCARE PROCESS AUTOMATION

THE FUTURE OF PROCESS AUTOMATION

Q2C

QUOTE-LINQ

SMART-LINQ

QUOTE TO CONTRACT

RINGMASTER TECHNOLOGIES

Registration/
Application
NumberRegistration/
Application
Date

97244506

01/28/2022

97244472

01/28/2022

97246253

01/31/2022

88550663

07/30/2019

88550594

07/30/2019

88550539

07/30/2019

88550557

07/30/2019

88550578

07/30/2019

88550613

07/30/2019

6356703

05/18/2021

88550629

07/30/2019

87927636

05/18/2018

87927631

05/8/2018

6301715

03/23/2021