

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756556

<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>
VEGA CLOUD, INC.		09/19/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUN MOUNTAIN PRIVATE CREDIT FUND I, LP		
<b>Street Address:</b>	527 Don Gaspar Avenue		
<b>City:</b>	Santa Fe		
<b>State/Country:</b>	NEW MEXICO		
<b>Postal Code:</b>	87505		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6086941	VEGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1789149		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	09/21/2022		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of September 19, 2022, by VEGA CLOUD, INC., a Delaware corporation (the “*Company*”), in favor of SUN MOUNTAIN PRIVATE CREDIT FUND I, LP, a Delaware limited partnership (the “*Investor*”). Capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Investment Contract of even date herewith by and between the Company and the Investor (the “*Investment Contract*”).

### RECITALS

WHEREAS, Investor and the Company have executed the Investment Contract that provides for, among other things, (a) the Investor to receive certain payments from the Company in consideration for its initial investment and (b) the execution and delivery of this Agreement for the purpose of granting the Investor a security interest in the Company’s intellectual property.

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 Transaction Documents and all other agreements now existing or hereafter arising between the Company and the Investor, the Company hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Transaction Documents, the Company grants and pledges to the Investor a security interest in all of the Company’s right, title and interest in, to and under its Collateral that constitutes intellectual property (including without limitation those registered copyrights, patents and trademarks listed on Exhibits 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; provided, that the Collateral shall not include any United States intent-to-use trademark applications solely to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

Notwithstanding the foregoing, no security interest shall be granted with respect to any: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which the Company has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of the Company therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto.

This security interest is granted in conjunction with the security interest granted to the Investor under the Transaction Documents. The rights and remedies of the Investor with respect to the security interest granted hereby are in addition to those set forth in the Transaction Documents, and those which

are now or hereafter available to the Investor as a matter of law or equity. Each right, power and remedy of the Investor provided for herein or in the Transaction 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 the Investor of any one or more of the rights, powers or remedies provided for in this Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Investor, of any or all other rights, powers or remedies.

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

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.

*[Balance of Page Intentionally Left Blank]*

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.

THE COMPANY:

Address of the Company:

23403 E Mission Ave  
Suite 151  
Liberty Lake, WA 99019  
Attn: Kris Bliesner

VEGA CLOUD, INC.

By:   
Name: Kris Bliesner  
Title: Chief Executive Officer

THE INVESTOR:

Address of the Investor:

527 Don Gaspar Ave  
Santa Fe, NM 87505  
Attn: Kevin Barber

SUN MOUNTAIN PRIVATE CREDIT FUND I, LP

By: Sun Mountain Private Credit Investors, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Brian P. Birk  
Title: Manager

*[Signature Page to Intellectual Property Security Agreement]*

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.

THE COMPANY:

Address of the Company:

23403 E Mission Ave  
Suite 151  
Liberty Lake, WA 99019  
Attn: Kris Bliesner

VEGA CLOUD, INC.

By: \_\_\_\_\_  
Name: Kris Bliesner  
Title: Chief Executive Officer

THE INVESTOR:

Address of the Investor:

527 Don Gaspar Ave  
Santa Fe, NM 87505  
Attn: Kevin Barber

SUN MOUNTAIN PRIVATE CREDIT FUND I, LP

By: Sun Mountain Private Credit Investors, LLC  
Its: General Partner

By:  \_\_\_\_\_  
Name: Brian P. Birk  
Title: Manager

*[Signature Page to Intellectual Property Security Agreement]*

TRADEMARK  
REEL: 007851 FRAME: 0093

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
"Cloud Resources Management"	17/004,781	8/27/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/App. No.</u>	<u>Issue/Filing Date</u>
"Vega"	6086941	6/23/2020