

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775408

<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>
Idrive Global, Inc.		12/19/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SaaS Capital Fund IV, LP		
<b>Street Address:</b>	1311 Vine Street		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3850723	IDRIVE	
<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>Email:</b>	ipdocket@thompsonhine.com		
<b>Correspondent Name:</b>	Thompson Hine LLP		
<b>Address Line 1:</b>	127 Public Square		
<b>Address Line 2:</b>	3900 Key Center		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Ashley L. Pecora		
<b>SIGNATURE:</b>	/Ashley L. Pecora/		
<b>DATE SIGNED:</b>	12/20/2022		
<b>Total Attachments: 6</b>			
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source=SaaS Fund IV - Idrive - Patent Trademark and Copyright Security Agreement (executed), v.1#page2.tif			
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OP \$40.00 3850723

**PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement is entered into as of December 19, 2022, by and between SAAS CAPITAL FUND IV, LP, a Delaware limited partnership (“Grantee”) and IDRIVE GLOBAL, INC. (“Grantor”).

**RECITALS**

A. Grantee has agreed to make certain financial accommodations to Grantor (the “Advances”) 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 herein 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 Advances 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.

[Remainder of page intentionally left blank; signature page follows.]

4892-4609-6440.6

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:

IDRIVE GLOBAL, INC.

By:  \_\_\_\_\_  
Name: Sean O'Neil  
Title: Chief Executive Officer

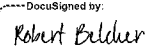
Address of Grantor:

Idrive Global, Inc.  
249 N Turnpike Rd  
Santa Barbara, CA 93111

GRANTEE:

SAAS CAPITAL FUND IV, LP

By: SC GP IV, LLC  
Its: General Partner

By:  \_\_\_\_\_  
Name: Robert Belcher  
Title: Managing Member

Address of Grantee:

SaaS Capital Fund IV, LP  
1311 Vine Street  
Cincinnati, Ohio 45202  
Attn: Robert Belcher  
Email: rbelcher@saas-capital.com

EXHIBIT A

Patents

N/A

Exhibit A

**TRADEMARK**  
**REEL: 007925 FRAME: 0597**

EXHIBIT B

## Trademarks


Mark	Owner & Address	Serial#	Filing Date	Registration#	Registration Date
	IDRIVE GLOBAL, INC. 249 N Turnpike Rd Santa Barbara, CA 93111 (Delaware)	77597350	Oct. 21, 2008	3850723	Sep. 21, 2010

EXHIBIT C

Copyrights

N/A

Exhibit C