

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799980

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|---|---|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Satuit Technologies, Inc. | | 03/30/2023 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | Suite 2210, South Tower | | |
| Internal Address: | Royal Bank Plaza, P.O. Box 61, Attn: Dave Samra | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M4W 3E2 | | |
| Entity Type: | a Texas banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4316935 | SATUIT2GO | |
| Registration Number: | 4627916 | SATUITCRM | |
| Registration Number: | 3273621 | SATUITCRM | |
| Registration Number: | 6160134 | SATUITS DX | |
| Registration Number: | 4484568 | SATUITSIP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7349302494 | | |
| <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: | 7349302488 | | |
| Email: | ipfilings@bodmanlaw.com | | |
| Correspondent Name: | Susan M. Kornfield - Bodman PLC | | |
| Address Line 1: | 201 S. Division Street, Suite 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | Susan M. Kornfield | | |
| SIGNATURE: | /susan m. kornfield/ | | |
| DATE SIGNED: | 04/03/2023 | | |
| Total Attachments: 6 | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SATUIT TECHNOLOGIES, INC.)

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 30, 2023, between **SATUIT TECHNOLOGIES, INC.**, a Florida corporation ("Grantor"), and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has or will enter into certain financial accommodations with **ALESSA INC.**, a corporation existing under the *Business Corporations Act* (Ontario) ("Borrower") pursuant to a Loan Agreement made as of even date herewith, between, inter alia, Bank and Borrower (as the same may be amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time, the "Loan Agreement").

B. Bank has required Grantor to provide (i) a certain Security Agreement dated as of the date hereof between Grantor and Bank, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), and (ii) this Agreement to Bank, in each case, to secure the Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement. All terms used without definition in this Agreement or in the Security Agreement shall have the meaning assigned to them in the California Uniform Commercial Code.

C. Grantor is financially interested in the affairs of Borrower, and deems it advisable, desirable, and in the best interests of Grantor to enter into this Agreement.

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 and performance when due of the Obligations now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Obligations now existing or hereafter arising, 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 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. Notwithstanding the foregoing, Intellectual Property Collateral shall not include any "intent to use" applications for trademark registrations filed pursuant to Section 1(b) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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.

The parties agree that this Agreement and any of the Loan Documents (as defined in the Loan Agreement) may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement or any Loan Document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement or such Loan Document, and that any electronically signed document (including this Agreement or any Loan Document) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. If Bank determines in its reasonable discretion that this Agreement or any Loan Document has not been timely executed by the Grantor, this Agreement or any related Loan Document contained in the associated DocuSign envelope, will be nullified and voided and such Loan Documents will need to be updated and resent upon terms and conditions satisfactory to all parties. Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Grantor, in connection therewith. Notwithstanding the foregoing, Bank may require original manually executed signatures.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

25 Braintree Hill Office Park, Ste. 404
Braintree, Massachusetts 02184

Grantor:
SATUIT TECHNOLOGIES INC., a Florida corporation

By: DocuSigned by:
Alan P. Cooke
5537CC08FA4C48D...

Name: Alan Cooke
Title: President

Bank:

COMERICA BANK

By: DocuSigned by:
DAVE SAMRA
FE8313DA94EE463...

Name: Dave Samra
Title: Senior Vice President

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2
Attn: Dave Samra
Fax: 416.367.2460
Email : dsamra@comerica.com

With a copy to:

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attention: Commercial Loan Documentation

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None

COPY
VIEW

EXHIBIT A

4864-6931-1058

TRADEMARK
REEL: 008030 FRAME: 0726

EXHIBIT B

Patents

None

COPY VIEW

EXHIBIT B

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TRADEMARK
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EXHIBIT C**Trademarks**

| Mark | Application No. | Filing Date | Registration No. | Registration Date |
|------------------|------------------------|--------------------|-------------------------|--------------------------|
| <u>SATUIT2GO</u> | 85704352 | August 15, 2012 | 4316935 | April 9, 2013 |
| <u>SATUITCRM</u> | 86205111 | February 26, 2014 | 4627916 | October 28, 2014 |
| <u>SATUITCRM</u> | 77017384 | October 10, 2006 | 3273621 | August 7, 2007 |
| <u>SATUITSDX</u> | 88743323 | December 31, 2019 | 6160134 | September 22, 2020 |
| <u>SATUISIP</u> | 85973008 | June 28, 2013 | 4484568 | February 18, 2014 |

EXHIBIT C

4864-6931-1058

RECORDED: 04/03/2023

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