

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Asset (US) Corp.		05/02/2023	Corporation: DELAWARE
Digital Asset Holdings, LLC		05/02/2023	Limited Liability Company: DELAWARE
Digital Asset (Switzerland) GmbH		05/02/2023	Limited Liability Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	97287189	DAML ENTERPRISE	
Serial Number:	90237369	DAML HUB	
Serial Number:	90237364	DAML DRIVERS	
Serial Number:	90237352	DAML CONNECT	
Serial Number:	90504729	DIGITAL ASSET	
Registration Number:	6125788	CANTON	
Registration Number:	5924236	A	
Registration Number:	5370995	DIGITAL ASSET	
Registration Number:	5365831		
Registration Number:	5494038	DIGITAL ASSET HOLDINGS	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		

OP \$265.00 97287189

Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1988736 TM

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 05/02/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 2, 2023, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and DIGITAL ASSET (US) CORP., a Delaware corporation (“Borrower”), and the other Loan Parties (as defined in the Credit Agreement, defined below) party hereto (each, a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Borrower, in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “Credit Agreement”). Lender is willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of each Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Lender a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor undertakes to grant and pledge and hereby grants and pledges to Lender, on behalf of and for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

For the avoidance of doubt, the Intellectual Property Collateral shall not include any "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, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Upon a request from Lender, each Grantor (a) shall modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) authorizes Lender to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions

of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to modify or limit such rights and remedies. With respect to the security interest undertaken to be granted and granted by the Swiss Guarantor (as defined in the Credit Agreement) under Section 1 above, Section 8.14 of the Credit Agreement shall apply *mutandis mutatis* to this Agreement.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format (including by utilization of an electronic signature platform or application)) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Insolvency Matters. For purposes of Swiss insolvency laws, enforcement of this Agreement may take place outside debt enforcement proceedings (*Privatverwertung*). The Lender may commence other enforcement proceedings against the Swiss Guarantor by way of special or general enforcement (*Betreibung auf Pfändung oder Konkurs*) pursuant to the Swiss Federal Act on Debt Enforcement and Bankruptcy. Art. 41 para. 1^{bis} of the Swiss Federal Act on Debt Enforcement and Bankruptcy is waived.

8. Governing Law. This Agreement, the *in rem* security interest created hereby and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

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.

Address:

Digital Asset (US) Corp.
4 World Trade Center
150 Greenwich St, Fl 47
New York, NY 10007
Attention: Emnet Rios, CFO & COO

Address:

Digital Asset Holdings, LLC
4 World Trade Center
150 Greenwich St, Fl 47
New York, NY 10007
Attention: Emnet Rios, CFO & COO

Address:

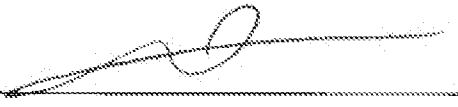
c/o Digital Asset Holdings, LLC
4 World Trade Center
150 Greenwich St, Fl 47
New York, NY 10007
Attention: Emnet Rios, CFO & COO

Address:

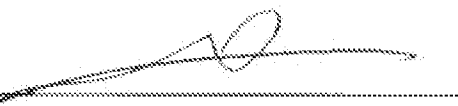
JPMorgan Chase Bank, N.A.
Middle Market Servicing
2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Cameron Gray

GRANTORS:

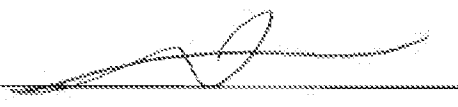
DIGITAL ASSET (US) CORP.

By: 
Name: YUVAL ROOZ
Title: PRESIDENT

DIGITAL ASSET HOLDINGS, LLC

By: 
Name: YUVAL ROOZ
Title: CEO

DIGITAL ASSET (SWITZERLAND) GMBH

By: 
Name: YUVAL ROOZ
Title: MANAGING DIRECTOR

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

[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.

Address:

Digital Asset (US) Corp.
4 World Trade Center, 47th Floor
New York, NY 10006
Attention: Emnet Rios, CFO & COO

Address:

Digital Asset Holdings, LLC
4 World Trade Center, 47th Floor
New York, NY 10006
Attention: Emnet Rios, CFO & COO

Address:

c/o Digital Asset Holdings, LLC
4 World Trade Center, 47th Floor
New York, NY 10006
Attention: Emnet Rios, CFO & COO

Address:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Cameron Gray

GRANTORS:

DIGITAL ASSET (US) CORP.

By: _____

Name: _____

Title: _____

DIGITAL ASSET HOLDINGS, LLC

By: _____

Name: _____

Title: _____

DIGITAL ASSET (SWITZERLAND) GMBH

By: _____

Name: _____

Title: _____

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Tomoko Hoffman

Title: Vice President

na a o n a o m n

EXHIBIT A

Copyrights

NONE

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Privacy preserving validation and commit architecture	16/658,920	10/21/2019
Digital asset modeling	16/773,206	1/27/2020
CRYPTOGRAPHICALLY ENFORCED MULTI-SIGNATURE APPLICATION WITH PRECONDITIONED ELECTRONIC MECHANISM FOR UNILATERAL WITHDRAWAL	17/348,182	6/15/2021
Computer system and method for distributed privacy-preserving shared execution of one or more processes	16/343,955	10/26/2018
Digital asset modeling	16/773,206	1/27/2020
COMPUTER SYSTEM AND METHOD FOR DISTRIBUTED PRIVACY-PRESERVING SHARED EXECUTION OF ONE OR MORE PROCESSES	16/343,955	10/26/2018
PRIVACY PRESERVING VALIDATION AND COMMIT ARCHITECTURE	16/658,920	10/21/2019
DIGITAL ASSET MODELING	16/097,183	4/28/2017
METHOD AND APPARATUS FOR AUTOMATED COMMITTED SETTLEMENT OF DIGITAL ASSETS	16/051,128	7/31/2018
DIGITAL ASSET MODELING	15/181,144	6/13/2016
Asset And Obligation Management Using Flexible Settlement Times	62/327,360	4/15/2016
Digital Asset Architecture	62/368,686	7/29/2016
Digital Asset Intermediary Electronic Settlement Platform	62/178,315	4/5/2015
Digital Asset Modelling Language Simulator	62/329,888	4/29/2016
Eligibility Of A Digital Asset For A Transaction	62/723,043	8/27/2018
Method And Apparatus For Automated Committed Settlement Of Assets	62/539,724	8/1/2017
Method And Apparatus For Execution Of Atomic Transactions	62/584,227	11/10/2017
Cryptographically Enforced Partial Blinding For Distributed System	17/388,656	7/29/2021
Method And Apparatus For Automated Committed Settlement Of Digital Assets	17/684,855	3/2/2022
Cryptographically Enforced Multi-Signature Application With Preconditioned Electronic Mechanism For Unilateral Withdrawal	17/348,182	6/15/2021
Computer System And Method For Distributed Privacy-Preserving Shared Execution Of One Or More Processes	17/172,658	2/10/2021

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Multi-User Database System And Method	16/516,910	7/19/2019
System And Method For Verifying Private Channel Data Using Synchronization Log	17/842,018	6/16/2022
Digital Asset Modeling	17/979,528	11/2/2022
Privacy Preserving Validation And Commit Architecture	18/153,788	1/12/2023
<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Computer System And Method For Distributed Privacy-Preserving Shared Execution Of One Or More Processes	10,979,229	4/13/2021
Digital Asset Modeling	11,531,983	12/20/2022
Digital Asset Modeling	10,803,451	10/13/2020
Digital Asset Modeling	10,810,583	10/20/2020
Method and Apparatus For Automated Committed Settlement Of Digital Assets	11,270,295	3/8/2022
Privacy Preserving Validation And Commit Architecture	11,575,683	2/7/2023

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
DAML ENTERPRISE	97/287,189	February 28, 2022
DAML HUB	90/237,369	October 6, 2020
DAML DRIVERS	90/237,364	October 6, 2020
DAML CONNECT	90/237,352	October 6, 2020
Digital Asset (Design)	90/504,729	February 2, 2021
<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
CANTON	6,125,788	August 11, 2020
A (Design)	5,924,236	December 3, 2019
DIGITAL ASSET (Design)	5,370,995	January 2, 2018
Cube Arrow (Design)	5,365,831	December 26, 2017
DIGITAL ASSET HOLDINGS	5,494,038	June 12, 2018
DAML DRIVEN	5,923,343	December 3, 2019
DAML DRIVEN (DESIGN)	5,923,342	December 3, 2019
DAML (DESIGN)	5,923,340	December 3, 2019
DAML	5,923,233	December 3, 2019