

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822386

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900783042		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quartzy, Inc.		06/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital, LLC		
Street Address:	1900 L Street NW, Suite 520		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6091590	QUARTZY	
Registration Number:	5947337	QUARTZY	
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@coagencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2044157		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	07/06/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of June 27, 2023 by and between **Quartzly, Inc.**, a Delaware limited liability company ("Grantor"), and **Multiplier Capital, LLC**, for itself and as administrative agent and collateral agent (in such capacities, "Multiplier") for the Lenders (as defined in that certain Loan and Security Agreement (as amended from time to time, the "Loan Agreement"), dated on or about the date hereof, among Grantor, Multiplier, and each lender from time to time party to thereto), with reference to the following facts:

A. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. (Capitalized terms used herein have the meaning assigned in the Loan Agreement.) The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

B. The parties are entering into this Agreement to further evidence the security interest in the Collateral, this Agreement being in addition to and not in limitation of the Loan Agreement.

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier, for the benefit of itself and the Lenders, a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Multiplier with at least 15 days prior written notice thereof, (ii) providing Multiplier with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Multiplier may

reasonably request from time to time to perfect or continue the perfection of Multiplier's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Multiplier identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Multiplier.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of New York.

[signatures on next page]

Address of Grantor:

28321 Industrial Blvd.
Hayward, CA 94545

QUARTZY, INC.

By 

Name Jayant Kulkarni

Title Chief Executive Officer

Address of Multiplier:

1900 L Street NW, Suite 520
Washington, DC 20036

MULTIPLIER CAPITAL, LLC

By _____

Name _____

Title _____

[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 008123 FRAME: 0375

Address of Grantor:

28321 Industrial Blvd,
Hayward, CA 94545

QUARTZY, INC.

By _____

Name _____

Title _____

Address of Multiplier:

1900 L Street NW, Suite 520
Washington, DC 20036

MULTIPLIER CAPITAL, LLC

By Kevin L. Shueben

Name Kevin L. Shueben

Title Authorized Signatory

[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 008123 FRAME: 0376

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
QUARTZY	6091590	June 30, 2020
QUARTZY	5947337	December 31, 2019

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		