

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRAL DEVELOPMENT CORP.		08/11/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VISTARA INTEGRAL SPV LP		
Street Address:	1622 West 7th Avenue, Suite 200		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6J 1S5		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97686309		
Serial Number:	97686307	INTEGRAL	
Registration Number:	4501677	INTEGRAL	
Registration Number:	5016777	RISKNET	
Registration Number:	4562745	INTEGRAL	
Registration Number:	4532552	INTEGRAL	
Registration Number:	4532551	INTEGRAL	
Registration Number:	4373934	INVESTOR FX	
Registration Number:	3206029	FX GRID	
Registration Number:	3942716	TRUEFX	
Registration Number:	2543328	FINXML	
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		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		

OP \$290.00 97686309

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 2091302 TM

NAME OF SUBMITTER: Yvette Stohler

SIGNATURE: /Yvette Stohler/

DATE SIGNED: 08/14/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of August 11, 2023, among **INTEGRAL DEVELOPMENT CORP.**, a California corporation (“**Borrower Representative**”), (collectively, “**Grantors**”, and each, a “**Grantor**”) and **VISTARA INTEGRAL SPV LP**, as administrative agent and collateral agent for Lenders (in such capacity, “**Agent**”).

Recitals

A. Grantors, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Agent hereby agree:

1. To secure the Obligations, each Grantor grants Agent a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

3223 Hanover Street, Suite 110
Palo Alto, CA 94304
Attention: Chief Executive Officer
Email: harpal@integral.com

GRANTORS:

DocuSigned by:
INTEGRAL DEVELOPMENT CORP.

By 
D39262C0BAD14A8...
Name: Harpal Sandhu
Title: Chief Executive Officer

Address of Agent:

1622 West 7th Avenue, Suite 200
Vancouver BC V6J 1S5
Attention: Randy Garg
Email: randy@vistaragrowth.com

AGENT:

VISTARA INTEGRAL SPV LP

By: _____
Name: Ranjan Garg
Title: Managing Partner

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

3223 Hanover Street, Suite 110
Palo Alto, CA 94304
Attention: Chief Executive Officer
Email: harpal@integral.com

GRANTORS:

INTEGRAL DEVELOPMENT CORP.

By _____
Name: Harpal Sandhu
Title: Chief Executive Officer

Address of Agent:

1622 West 7th Avenue, Suite 200
Vancouver BC V6J 1S5
Attention: Randy Garg
Email: randy@vistaragrowth.com

AGENT:

VISTARA INTEGRAL SPV LP

By: *Ranjan Garg*
Name: Ranjan Garg
Title: Managing Partner

EXHIBIT A
COPYRIGHTS

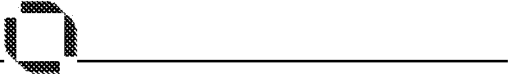

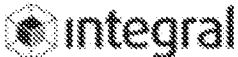
<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Integral Development Corporation	Integral Development Corporation source code	TXu001860153	7/26/2013

EXHIBIT B

PATENTS

DESCRIPTION	ISSUE / APPLICATION DATE	PATENT / APPLICATION NUMBER
System and method for conducting web-based financial transactions in capital markets	10/14/2014	8862507
Method and system for generating and operating hybrid markets and user-defined marketplaces	12/5/2017	9836789
System and method for conducting web-based financial transactions in capital markets	8/20/2019	10387952
Method and apparatus for generating and operating a swaps trading platform	2/9/2021	10915951
Methods and apparatus for generating and operating a swaps trading platform	9/13/2022	11443378
Methods and apparatus for generating and operating a swaps trading platform	10/25/2022	11481842
Timing mechanisms to enhance the security of online networks	11/5/2019	10467696
Methods and systems for facilitating financial exchanges between liquidity takers and liquidity providers	3/23/2023	10956977

EXHIBIT C
TRADEMARKS

Word/Mark	US Serial No.	US Reg. No.	App/Reg Date
	97686309	Application	11/21/2022
Integral	97686307	Application	11/21/2022
INTEGRAL	86039703	4501677	3/25/2014
RISKNET	86841656	5016777	8/9/2016
	86039708	4562745	7/8/2014
	86034551	4532552	5/20/2014
INTEGRAL	86034549	4532551	5/20/2014
INVESTOR FX	85847489	4373934	7/23/2013
FX GRID	78855061	3206029	2/6/2007
TRUEFX	77874402	3942716	4/12/2011
FINXML	75711472	2543328	2/26/2002