

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TraceGains Inc.		09/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SaaS Capital Fund IV, LP		
Street Address:	1311 Vine Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4983702	365 AUDIT READY	
Registration Number:	4330242	TRACEGAINS	
Registration Number:	3067581	HEALTHNOTES	
Registration Number:	2276972	HEALTHNOTES	
Registration Number:	2344264	HEALTHNOTES	
Registration Number:	5341291	VITATURE	
Serial Number:	97370609	TRACEGAINS GATHER	
Serial Number:	97370631	TRACEGAINS GATHER	
Serial Number:	97370626	TRACEGAINS GATHER	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165668202		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Shelley McCuen		
Address Line 1:	127 Public Square		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	105448.00021		

OP \$240.00 4983702

NAME OF SUBMITTER:	Shelley McCuen
SIGNATURE:	/Shelley McCuen/
DATE SIGNED:	09/22/2023
Total Attachments: 6 source=SaaS - TraceGains - Patent, Trademark and Copyright Security Agreement#page1.tif source=SaaS - TraceGains - Patent, Trademark and Copyright Security Agreement#page2.tif source=SaaS - TraceGains - Patent, Trademark and Copyright Security Agreement#page3.tif source=SaaS - TraceGains - Patent, Trademark and Copyright Security Agreement#page4.tif source=SaaS - TraceGains - Patent, Trademark and Copyright Security Agreement#page5.tif source=SaaS - TraceGains - Patent, Trademark and Copyright Security Agreement#page6.tif	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement is entered into as of September 19, 2023, by and between SaaS Capital Fund IV, LP, a Delaware limited partnership (“Grantee”), and TraceGains Inc., a Delaware corporation (“Grantor”).

RECITALS

A. Grantee has agreed to make certain financial accommodations to Grantor 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 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 Advance 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, and subject the terms and conditions of 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.

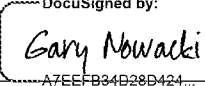
[Remainder of page intentionally left blank; signature page follows.]

4893-5433-1775.4

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:

TRACEGAINS INC.

DocuSigned by:

By: _____
Name: Gary Nowacki
Title: Chief Executive Officer and President

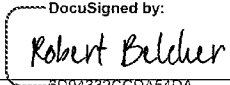
Address of Grantor:

Prior to November 1, 2023
TraceGains Inc.
10385 Westmoor Drive
Bldg. 5, Suite 200
Westminster, CO 80012
Attention of: Steven Posey

Effective November 1, 2023
TraceGains Inc.
12303 Airport Way
Bldg. I, Suite 180
Broomfield, CO 80021
Attention of: Steven Posey

GRANTEE:

SAAS CAPITAL FUND IV, LP

DocuSigned by:

By: _____
Name: Robert Belcher
Title: Manager

Address of Grantee:

SaaS Capital Fund IV, LP
1311 Vine Street
Cincinnati, Ohio 45202
Attention: Robert Belcher

EXHIBIT A

Patents

EXHIBIT B

Trademarks

Loan Party	Identifier (name of patent/license)	Owned or Licensed Intellectual Property	Application or Registration Date
TraceGains Inc.	365 Audit Ready US: 4983702	Owned	Registration date: 6/21/2016
TraceGains Inc.	TraceGains US: 4330242	Owned	Registration date: 5/7/2013
TraceGains Inc.	Healthnotes US: 30675181 2276972 2344264 Canada: TMA677560	Owned	Registration date: 3/14/2006
TraceGains Inc.	Vitature US: 5341291 WIPO: 1330586 EU: 1330586 Canada: 1781707	Owned	Registration date: 11/21/2017
TraceGains Inc.	TraceGains Gather US: 97370609	Owned	Application Date: 4/19/2022
TraceGains Inc.	TraceGains Gather US: 97370631	Owned	Application Date: 4/19/2022
TraceGains Inc.	TraceGains Gather US: 97370626	Owned	Application Date: 4/19/2022

EXHIBIT C

Copyrights

Full Title	Copyright #	Publication Year
Healthnotes healthy living with Spanish v 7.9 ; Healthnotes; Healthnotes online; Healthnotes suite.	TX0006108284	2004
Healthnotes connect for natural products plus: Spanish: version 2007.0.	TX0006506307	2006
Healthnotes connect : healthnotes healthy living: version 7.9 (2005) with Spanish option.	TX0006506308	2005
Healthnotes connect : healthnotes healthy living: version 8.0 (2006) with Spanish option.	TX0006506309	2006
Healthnotes healthy living with Spanish : version 7.8 for touchscreen systems.	TX0005973145	2004
Healthnotes review of complementary and integrative medicine.	CSN0133628	2001
Healthnotes review of complementary and integrative medicine.	CSN0133628	2000
Healthnotes review of complementary and integrative medicine.	CSN0133628	1999