

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantum Metric, Inc.		10/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3424 Peachtree Rd. NE, Flr 23		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5936423	QUANTUM METRIC	
Serial Number:	97306056	EMPATHY BY DESIGN	
Serial Number:	90307907	EXPERIENCEAI	
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		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2146258 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	10/05/2023		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of October 5, 2023, by and between JPMORGAN CHASE BANK, N.A. (“**Lender**”), as the lender party to the Credit Agreement referred to below, and QUANTUM METRIC, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) to the Loan Parties (as defined in the Credit Agreement), 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, modified or supplemented from time to time, collectively, the “**Credit Agreement**”; capitalized terms used herein are as defined in the Credit Agreement unless otherwise defined in this Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor 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 Grantor under the Credit Agreement.

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

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of 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 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 Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(g) 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;

(h) 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;

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

(j) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any United States “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” trademark applications under applicable federal law.

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. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral, in each case, providing notice thereof to the Grantor.

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 limit such rights and remedies.

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) 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. Governing Law. This Agreement 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]

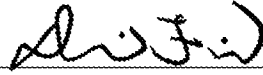
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

10807 New Allegiance Dr
Suite 155
Colorado Springs, CO 80921

QUANTUM METRIC, INC.

DocuSigned by:

By: _____
800A1B2CF801471...
Name: David Friend
Title: Chief Financial Officer

LENDER:

Address:

JPMorgan Chase Bank, N.A.
3424 Peachtree Rd. NE, Floor 23
Atlanta, GA 30326
Attention: Michael McKenzie

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

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.

GRANTOR:

Address:

10807 New Allegiance Dr
Suite 155
Colorado Springs, CO 80921

QUANTUM METRIC, INC.

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
3424 Peachtree Rd. NE, Floor 23
Atlanta, GA 30326
Attention: Michael McKenzie

JPMORGAN CHASE BANK, N.A.

By: Mike McKenzie

Name: Mike McKenzie

Title: Vice President

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>
ACCURATE AND EFFICIENT RECORDING OF USER EXPERIENCE, GUI CHANGES AND USER INTERACTION EVENTS ON A REMOTE WEB DOCUMENT	14/984,102	Dec 30, 2015 United States of America	10,146,752
ACCURATE AND EFFICIENT RECORDING OF USER EXPERIENCE, GUI CHANGES AND USER INTERACTION EVENTS ON A REMOTE WEB DOCUMENT	16/206,876	Nov 30, 2018 United States of America	11,036,823
ACCURATE AND EFFICIENT RECORDING OF USER EXPERIENCE, GUI CHANGES AND USER INTERACTION EVENTS ON A REMOTE WEB DOCUMENT	17/336,156	Jun 1, 2021 United States of America	11,636,172
ACCURATE AND EFFICIENT RECORDING OF USER EXPERIENCE, GUI CHANGES AND USER INTERACTION EVENTS ON A REMOTE WEB DOCUMENT	18/186,538	Mar 20, 2023 United States of America	N/A
TECHNIQUES FOR COMPACT DATA STORAGE OF NETWORK TRAFFIC AND EFFICIENT SEARCH THEREOF	16704319.9	Jan 28, 2016 Germany	602016046640.6
TECHNIQUES FOR COMPACT DATA STORAGE OF NETWORK TRAFFIC AND EFFICIENT SEARCH THEREOF	16704319.9	Jan 28, 2016 European Patent Office	3251031
TECHNIQUES FOR COMPACT DATA STORAGE OF NETWORK TRAFFIC AND EFFICIENT SEARCH THEREOF	16704319.9	Jan 28, 2016 France	3251031
TECHNIQUES FOR COMPACT DATA STORAGE OF NETWORK TRAFFIC AND EFFICIENT SEARCH THEREOF	16704319.9	Jan 28, 2016 United Kingdom	3251031
TECHNIQUES FOR COMPACT DATA STORAGE OF NETWORK TRAFFIC AND EFFICIENT SEARCH THEREOF	253116	Jan 28, 2016 Israel	253116
TECHNIQUES FOR COMPACT DATA STORAGE OF NETWORK TRAFFIC AND EFFICIENT SEARCH THEREOF	15/009,488	Jan 28, 2016 United States of America	10,735,542

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>
TECHNIQUES FOR COMPACT DATA STORAGE OF NETWORK TRAFFIC AND EFFICIENT SEARCH THEREOF	286639	Jan 28, 2016 Israel	N/A
TECHNIQUES FOR COMPACT DATA STORAGE OF NETWORK TRAFFIC AND EFFICIENT SEARCH THEREOF	16/909,897	Jun 23, 2016 United States of America	11,212,358
DOCUMENT CAPTURE USING CLIENT-BASED DELTA ENCODING WITH SERVER	16825308.6	Jul 18, 2016 Germany	602016065231.5
DOCUMENT CAPTURE USING CLIENT-BASED DELTA ENCODING WITH SERVER	16825308.6	Jul 18, 2016 European Patent Office	3323053
DOCUMENT CAPTURE USING CLIENT-BASED DELTA ENCODING WITH SERVER	16825308.6	Jul 18, 2016 Spain	3323053
DOCUMENT CAPTURE USING CLIENT-BASED DELTA ENCODING WITH SERVER	16825308.6	Jul 18, 2016 France	3323053
DOCUMENT CAPTURE USING CLIENT-BASED DELTA ENCODING WITH SERVER	16825308.6	Jul 18, 2016 United Kingdom	3323053
DOCUMENT CAPTURE USING CLIENT-BASED DELTA ENCODING WITH SERVER	256893	Jul 18, 2016 Israel	256893
DOCUMENT CAPTURE USING CLIENT-BASED DELTA ENCODING WITH SERVER	15/212,569	Jul 18, 2016 United States of America	10,318,592
DOCUMENT CAPTURE USING CLIENT-BASED DELTA ENCODING WITH SERVER	16/410,342	May 13, 2019 United States of America	11,232,253
TECHNIQUES FOR MONITORING USER INTERACTIONS AND OPERATION OF A WEBSITE TO DETECT FRUSTRATION EVENTS	15/671,530	Aug 8, 2017 United States of America	10,656,984
TECHNIQUES FOR MONITORING USER INTERACTIONS AND OPERATION OF A WEBSITE TO DETECT FRUSTRATION EVENTS	16/857,067	Apr 23, 2020 United States of America	11,327,822
TECHNIQUES FOR MONITORING USER INTERACTIONS AND OPERATION OF A WEBSITE TO DETECT FRUSTRATION EVENTS	17/723,310	Apr 18, 2022 United States of America	11,650,870

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>
TECHNIQUES FOR MONITORING USER INTERACTIONS AND OPERATION OF A WEBSITE TO DETECT FRUSTRATION EVENTS	18/297,935	Apr 10, 2023 United States of America	N/A
TECHNIQUES FOR VIEW CAPTURE AND STORAGE FOR MOBILE APPLICATIONS	15/722,911	Oct 2, 2017 United States of America	10,592,587
TECHNIQUES FOR VIEW CAPTURE AND STORAGE FOR MOBILE APPLICATIONS	16/813,318	Mar 9, 2020 United States of America	11,100,275
TECHNIQUES FOR VIEW CAPTURE AND STORAGE FOR MOBILE APPLICATIONS	17/227,164	Apr 9, 2021 United States of America	11,574,114
TECHNIQUES FOR VIEW CAPTURE AND STORAGE FOR MOBILE APPLICATIONS	18/087,669	Dec 22, 2022 United States of America	N/A
TECHNIQUES FOR IDENTIFYING ISSUES RELATED TO DIGITAL INTERACTIONS ON WEBSITES	19758168.9	Feb 20, 2019 European Patent Office	N/A
TECHNIQUES FOR IDENTIFYING ISSUES RELATED TO DIGITAL INTERACTIONS ON WEBSITES	276507	Feb 20, 2019 Israel	276507
TECHNIQUES FOR IDENTIFYING ISSUES RELATED TO DIGITAL INTERACTIONS ON WEBSITES	16/281,075	Feb 20, 2019 United States of America	10,880,358
TECHNIQUES FOR IDENTIFYING ISSUES RELATED TO DIGITAL INTERACTIONS ON WEBSITES	288791	Feb 20, 2019 Israel	N/A
TECHNIQUES FOR IDENTIFYING ISSUES RELATED TO DIGITAL INTERACTIONS ON WEBSITES	16/952,580	Nov 19, 2020 United States of America	11,343,303
TECHNIQUES FOR IDENTIFYING ISSUES RELATED TO DIGITAL INTERACTIONS ON WEBSITES	302454	Nov 20, 2019 Israel	N/A
TECHNIQUES FOR IDENTIFYING ISSUES RELATED TO DIGITAL INTERACTIONS ON WEBSITES	17/743,346	May 12, 2022 United States of America	N/A
PROACTIVE LEARNING OF NETWORK SOFTWARE PROBLEMS	21756508.4	Feb 19, 2021 European Patent Office	N/A

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>
PROACTIVE LEARNING OF NETWORK SOFTWARE PROBLEMS	17/180,400	Feb 19, 2021 United States of America	N/A
PROACTIVE LEARNING OF NETWORK SOFTWARE PROBLEMS	18/201,913	May 25, 2023 United States of America	N/A
DETECTING, DIAGNOSING, AND ALERTING ANOMALIES IN NETWORK APPLICATIONS	PCT/US2022 /014966	Feb 2, 2022 PCT	N/A
DETECTING, DIAGNOSING, AND ALERTING ANOMALIES IN NETWORK APPLICATIONS	17/591,482	Feb 2, 2022 United States of America	N/A
ANALYZING WEBSITE PERFORMANCE	17/079,311	Oct 23, 2020 United States of America	11,343,338
ANALYZING WEBSITE PERFORMANCE	17/747,902	May 18, 2022 United States of America	N/A
SYSTEMATIC IDENTIFICATION AND MASKING OF PRIVATE DATA FOR REPLAYING USER SESSIONS	22196225.1	Sep 16, 2022 European Patent Office	N/A
SYSTEMATIC IDENTIFICATION AND MASKING OF PRIVATE DATA FOR REPLAYING USER SESSIONS	17/943,782	Sep 13, 2022 United States of America	N/A
TEMPLATE BUILDER AND USE FOR NETWORK ANALYSIS	PCT/US2023 /012503	Feb 7, 2023 PCT	N/A
TEMPLATE BUILDER AND USE FOR NETWORK ANALYSIS	18/165,799	Feb 7, 2023 United States of America	N/A
Techniques for identifying issues related to digital interactions on websites	16/952,580	May 24, 2022 United States of America	11,343,303

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application No. Filing Date</u>	<u>Registration No. Registration Date</u>
QUANTUM METRIC	88434125 May 16, 2019	5936423 December 17, 2019
EMPATHY BY DESIGN**	97306056 March 10, 2022	N/A
EXPERIENCEAI**	90307907	N/A

** Intent-to-use trademarks