

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI135382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rimsys Inc.		03/28/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Comerica Bank		
Street Address:	National Documentation Services		
Internal Address:	39200 Six Mile Road, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6037756	RIMSYS	
Registration Number:	6037757	RIMSYS	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	2136175493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Julie Cravitz		
Address Line 1:	Sheppard, Mullin		
Address Line 2:	333 S. Hope St., 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0100-922069		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	Julie Cravitz		
DATE SIGNED:	04/01/2024		
Total Attachments: 6			
source=Rimsys Inc. - Intellectual Property Security Agreement#page1.tif			
source=Rimsys Inc. - Intellectual Property Security Agreement#page2.tif			

CH \$65.00.00 87982196

source=Rimsys Inc. - Intellectual Property Security Agreement#page3.tif

source=Rimsys Inc. - Intellectual Property Security Agreement#page4.tif

source=Rimsys Inc. - Intellectual Property Security Agreement#page5.tif

source=Rimsys Inc. - Intellectual Property Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 28, 2024, by and between COMERICA BANK ("Bank") and RIMSYS, INC., a Delaware corporation ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the manner set forth in Loan and Security Agreement dated as of June 13, 2022 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents, including, without limitation, those listed on Schedules A, B and C hereto (collectively, the "Intellectual Property Collateral") to secure the obligations of Grantor under the Loan Agreement.

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 all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral, 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 and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents (defined therein), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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 of Grantor:

RIMSYS Inc.
100 S. Commons, Suite 102
Pittsburgh, PA 15212
Attn: Tom Quinn
Email: tom.quinn@rimsys.io

GRANTOR:

RIMSYS, INC., a Delaware corporation

By:  _____
6471996C0AF04D1...

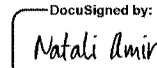
Title: Founder & CEO

Address of Bank:

National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By:  _____
B26661A4F50C488...

Title: VP

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
None.		

EXHIBIT C

Trademarks

Title and Description	Date of Application	Date of Registration	Pending Serial No.	Registered Trademark No.
RIMSYS (Standard character) - US	3/12/2018	4/21/2020		6037756
RIMSYS (Standard character) - EU	12/13/2019	7/11/2020		018165282
RIMSYS (Standard character) - UK	12/13/2019	7/11/2020		00918165282
RIMSYS (Standard character) - Madrid	11/8/2022	8/11/2022		1724347
RIMSYS (Standard character) - Brazil (from int'l reg. 1724347)	11/8/2022		501724347 (allowed)	
RIMSYS (Standard character) - Israel (from int'l reg. 1724347)	11/8/2022	11/8/2022		363113
RIMSYS (Standard character) - Cuba (from int'l reg. 1724347)	11/8/2022		Pending - TBD	
RIMSYS (Standard character) - Egypt (from int'l reg. 1724347)	11/8/2022		Pending - TBD	
RIMSYS (Standard character) - Mexico (from int'l reg. 1724347)	11/8/2022		Pending - TBD	
RIMSYS (Standard character) - UAE (from int'l reg. 1724347)	11/8/2022		Pending - TBD	
RIMSYS (Standard character) - Australia (from int'l reg. 1724347)	11/8/2022		2349011 - provisional refusal, response due 9/14/2024	
RIMSYS (Standard character) - Japan (from int'l reg. 1724347)	11/8/2022		2023-355298 - provisional refusal, response due 5/1/2024	

RIMSYS (Standard character) - Canada (from int'l reg. 1724347)	11/8/2022			2251401 - published for opposition	
RIMSYS (Stylized) - US	3/12/2018	4/21/2020			6037757
RIMSYS (Stylized) - EU	12/13/2019	7/11/2020			018166195
RIMSYS (Stylized) - UK	12/13/2019	7/11/2020			00918166195
Universal UDI - US	6/17/2022			97/464,047 - Statement of Use filed 3/12/2024	