

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1208509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gray Matter Systems, LLC		05/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MidCap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97581208	SUPERTREND	
Serial Number:	97581555	E-MERGE	
Serial Number:	97581391		
Serial Number:	97581339	SUPERTREND BY GRAYMATTER	
Serial Number:	97092474	GRAYMATTER	
Serial Number:	97032421		
Serial Number:	97032508	GRAYMATTER	
Serial Number:	97032535	GRAYMATTER	
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:	(312)993-2617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	058728-0135 (AN)		

CH \$215.00.00 97581208

NAME OF SUBMITTER:	Atoosa Nowrouzi
SIGNATURE:	Atoosa Nowrouzi
DATE SIGNED:	05/02/2024
Total Attachments: 7 source=Project Genius - TSA (Gray Matter Systems, LLC) (Executed)(150531943.1)#page1.tif source=Project Genius - TSA (Gray Matter Systems, LLC) (Executed)(150531943.1)#page2.tif source=Project Genius - TSA (Gray Matter Systems, LLC) (Executed)(150531943.1)#page3.tif source=Project Genius - TSA (Gray Matter Systems, LLC) (Executed)(150531943.1)#page4.tif source=Project Genius - TSA (Gray Matter Systems, LLC) (Executed)(150531943.1)#page5.tif source=Project Genius - TSA (Gray Matter Systems, LLC) (Executed)(150531943.1)#page6.tif source=Project Genius - TSA (Gray Matter Systems, LLC) (Executed)(150531943.1)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of May 1, 2024 (the “*Effective Date*”) by Gray Matter Systems, LLC, a Delaware limited liability company (the “*Grantor*”) in favor of MIDCAP FINANCIAL TRUST, as collateral agent for the Secured Parties (in such capacity, the “*Collateral Agent*”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 1, 2024 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

SECTION 1. GRANT OF SECURITY.

As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (collectively, the “*Intellectual Property Collateral*”) which, for the avoidance of doubt, shall not include any Excluded Assets:

- (a) All material United States copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications for registration therefor including, without limitation, the registrations and applications for registration referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto; (iv) all rights in any material which is copyrightable or which is protected by common law, United States laws, or the law of any State thereof; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and

(vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “*Copyrights*”).

(b) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications for registration referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Patents*”).

(c) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. §1051(d) or amendment to allege use under 15 U.S.C. §1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Trademarks*”).

SECTION 2. RECORDATION.

The Grantor authorizes and requests that the United States Patent and Trademark Office, the United States Copyright Office and any other applicable government officer record this Agreement.

SECTION 3. 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 of 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.

SECTION 4. GOVERNING LAW.

This Agreement and any claims, 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 law of the State of New York.

SECTION 5. CONFLICT PROVISION.

This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRAY MATTER SYSTEMS, LLC,
as a Grantor

DocuSigned by:

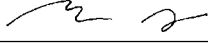
By: 44627E2A8B854F7...
Name: James Terrell
Title: Chief Financial Officer

MIDCAP FINANCIAL TRUST,

as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

**SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. Copyrights

None.

2. Copyright Licenses under which the applicable Grantor is the exclusive licensee of any United States registered Copyrights




None.

3. Patents

None.

4. Registered Trademarks and Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
SUPERTREND	97581208	07-SEP-2022			Gray Matter Systems, LLC
E-MERGE	97581555	07-SEP-2022			Gray Matter Systems, LLC
Design Only 	97581391	07-SEP-2022	7200305	24-OCT-2023	Gray Matter Systems, LLC
SUPERTREND BY GRAYMATTER S (and Design) 	97581339	07-SEP-2022			Gray Matter Systems, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
GRAYMATTER (and Design) 	97092474	26-OCT-2021	6928300	20-DEC-2022	Gray Matter Systems, LLC
Design Only 	97032421	17-SEP-2021	6928039	20-DEC-2022	Gray Matter Systems, LLC
GRAYMATTER (and Design) 	97032508	17-SEP-2021	6928041	20-DEC-2022	Gray Matter Systems, LLC
GRAYMATTER	97032535	17-SEP-2021	6928042	20-DEC-2022	Gray Matter Systems, LLC