

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1223988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Information Systems, Inc.		05/10/2024	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Company Name:	The Toronto-Dominion Bank, as administrative agent		
Street Address:	TD Bank Tower, 66 Wellington St. W.		
Internal Address:	9th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2519451	SMSTURBO	
Registration Number:	2487141	SCALECOM	
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:	6175563823		
Email:	avontaube@richmaylaw.com		
Correspondent Name:	Arvid von Taube		
Address Line 1:	176 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	68083.0012		
NAME OF SUBMITTER:	ARVID VON TAUBE		
SIGNATURE:	ARVID VON TAUBE		
DATE SIGNED:	05/14/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark, Trademark Registrations and Trademark Applications

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated as of May 10, 2024, by and between Creative Information Systems, Inc., a New Hampshire corporation (the "Grantor") and The Toronto-Dominion Bank, as administrative agent for the Finance Parties (the "Security Agent"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Credit Agreement (defined below).

WHEREAS, Valstone Corporation Inc. (the "Borrower") is entering into a Credit Agreement with the Security Agent, in its capacity as a Lender and as the Administrative Agent dated on or about the date hereof (as the same may be amended, restated, supplemented, modified, replaced or changed from time to time, the "Credit Agreement"), whereby the Security Agent has agreed to lend to the Borrower certain monies upon the terms and conditions set forth therein;

WHEREAS, pursuant to Section 10.2.2 of the Credit Agreement, in order to secure the payment and performance of all of the Obligations under the Credit Agreement, the Borrower has agreed to cause the Grantor to grant the Security Agent a security interest in, and lien on, all of the Grantor's Intellectual Property Collateral (as defined below) and Grantor's other assets as set forth in that certain Security Agreement between Grantor and Security Agent to be entered into contemporaneously herewith (the "Security Agreement"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each United States registered trademark owned by the Grantor (each, a "Trademark"), including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iii) all rights and benefits of the Grantor under any Trademark.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Event of Default (as defined in the Security Agreement)

shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New Hampshire or any federal court sitting therein as provided for in Section 11(c) of the Security Agreement, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Agreement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Agreement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

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

CREATIVE INFORMATION SYSTEMS, INC.
as Grantor

By:  _____

Name: Theodore Chumas

Title: President

Acknowledged:

THE TORONTO-DOMINION BANK,
as Security Agent

By:  _____
Name: Feroz Haq
Title: Director and Head,
Loan Syndications Agency

SCHEDULE 1

Trademarks

<u>Title</u>	<u>Jurisdiction</u>	<u>Application Number</u> (if applicable)	<u>Registration Number</u> (if applicable)
SMSTURBO	USPTO	-	Reg. No. 2519451
SCALECOM	USPTO	-	Reg. No. 2487141