

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5604509

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VERSAIC, INC.	03/12/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE
<b>Street Address:</b>	40 KING STREET WEST SUITE 5702
<b>City:</b>	TORONTO, ON
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H3Y2
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9785903
<b>Patent Number:</b>	9299047
<b>Patent Number:</b>	8949317
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)855-8200
<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>	
<b>Phone:</b>	2148558000
<b>Email:</b>	chris.andersen@nortonrosefulbright.com
<b>Correspondent Name:</b>	CHRIS R. ANDERSEN
<b>Address Line 1:</b>	2200 ROSS AVENUE, SUITE 3600
<b>Address Line 2:</b>	NORTON ROSE FULBRIGHT US LLP
<b>Address Line 4:</b>	DALLAS, TEXAS 75201-7932
<b>ATTORNEY DOCKET NUMBER:</b>	1001057790
<b>NAME OF SUBMITTER:</b>	CHRIS R. ANDERSEN
<b>SIGNATURE:</b>	/Chris R. Andersen/
<b>DATE SIGNED:</b>	07/03/2019
<b>Total Attachments: 6</b>	
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of March 12, 2019 among **BENEVITY, INC.**, a British Columbia corporation (“**Benevity**”), **VERSAIC, INC.**, a Delaware corporation (“**Versaic**”, and together with Benevity, collectively, “**Grantors**”, and each, a “**Grantor**”) and **CANADIAN IMPERIAL BANK OF COMMERCE** (“**Lender**”).

### RECITALS

- A. Lender and Benevity, Inc. are entering into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and Lender and Grantors are entering into a US Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Security Agreement.
- B. The Obligations are secured by the Collateral including without limitation, all of each Grantor’s Intellectual Property.
- C. Each Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantors and Lender hereby agree:

### AGREEMENT

To secure the Obligations, each Grantor grants Lender a security interest in all of each Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

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

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**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 Grantors:

Benevity, Inc.

#700, 611 Meredith Rd. NE,  
Calgary AB T2E 2W5

**GRANTORS:**

**BENEVITY, INC.**

By: \_\_\_\_\_

Name: Bryan de Lottinville

Title: Chief Executive Officer

Versaic, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VERSAIC, INC.**

By: \_\_\_\_\_

Name: Bryan de Lottinville

Title: President

*Signature Page to US Intellectual Property Security Agreement*

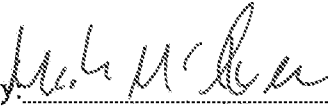
Canadian Imperial Bank of Commerce

40 King Street West, Suite 5702

Toronto, ON M5H 3Y2

LENDER:

CANADIAN IMPERIAL BANK OF  
COMMERCE

By: 

Name: Mark H. Queen

Title: President & Executive Managing Director

*Signature Page to US Intellectual Property Security Agreement*

**PATENT**  
**REEL: 049667 FRAME: 0018**

**EXHIBIT A  
COPYRIGHTS**

None.

*Signature Page to US Intellectual Property Security Agreement*

**EXHIBIT B  
PATENTS**

Grantor	Patent / Patent Application	Application Number /Patent Number	Issue Date /Application Date
Versaic	Metadata-configurable systems and methods for network services	15/059,194 / 9,785,903	March 2, 2016
Versaic	Metadata-configurable systems and methods for network services	14/573,999 / 9,299,047	December 17, 2014
Versaic	Metadata-configurable systems and methods for network services	13/009,811 / 8,949,317	January 19, 2011

**EXHIBIT C  
TRADEMARKS**

Grantor	Mark	Application Number / Registration Number	Filing Date / Registration Date
Benevity	BENEVITY	4568806	July 15, 2014

United States Patent and Trademark Office – Registered Trademark No. 3,170,957, “GrantStream Helping Companies Help Communities”, Registered November 14, 2006 Int. Cls. 9