

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7074076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ONE ON ONE SHERPA, LLC	12/14/2021
RECEIVING PARTY DATA	
Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	199 BAY STREET, 4TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5L 1A2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15348382
CORRESPONDENCE DATA	
Fax Number:	(415)693-2222
<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:	4156932000
Email:	crhem@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	3 EMBARCADERO CENTER, 20TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	313569-198
NAME OF SUBMITTER:	C. RHEM
SIGNATURE:	/CR/
DATE SIGNED:	12/14/2021
Total Attachments: 6	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of December 14, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and the undersigned grantor (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

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

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of 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.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which 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 with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

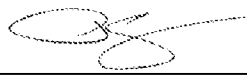
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

3030 Locust St.
St. Louis, MO 63103
Attention: Ryan Rawlings

GRANTOR:

ONE ON ONE SHERPA, LLC

By: 
Name: Pedro Soares
Title: CEO

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario
M5L 1A2
Attention: Charlie Kelly, Nathan Cole, Brittany Martin

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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3030 Locust St.
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GRANTOR:

ONE ON ONE SHERPA, LLC

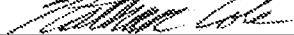
By: _____
Name: _____
Title: _____

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario
M5L 1A2
Attention: Charlie Kelly, Nathan Cole, Brittany Martin

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Nathan Cole
Title: Assistant General Manager

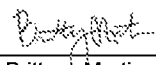
By:  _____
Name: Brittany Martin
Title: Assistant General Manager

EXHIBIT A
COPYRIGHTS

GRANTOR	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
None			

EXHIBIT B

PATENTS

GRANTOR	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
One on One Sherpa, LLC	MANAGEMENT SYSTEM AND METHODS OF MANAGING SALES DATA	15348382	November 10, 2016

EXHIBIT C
TRADEMARKS

GRANTOR	DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLCIATION DATE
One on One Sherpa, LLC	SHERPA GUIDING CHANGE	4,571,747	December 13, 2013
One on One Sherpa, LLC	SMART GRID	4,698,178	December 13, 2013
One on One Sherpa, LLC	ONE ON ONE	2,034,792	November 16, 1994
One on One Sherpa, LLC	PROSPECT-CENTERED SELLING	5,088,558	October 17, 2014
One on One Sherpa, LLC	TIME IN THE SELLING ZONE	5,978,384	October 26, 2015