

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7554413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INVESTCLOUD, INC.	09/20/2022
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S DEARBORN
Internal Address:	FLOOR L2S
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	10019
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9348561
Patent Number:	10360201
Patent Number:	10963963
Patent Number:	10761865
Patent Number:	10275224
Patent Number:	11341197
Patent Number:	10996932
Application Number:	16808184
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:	212-728-8000
Email:	ipdept@willkie.com
Correspondent Name:	GENEVIEVE DORMENT
Address Line 1:	787 SEVENTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	125180/60
NAME OF SUBMITTER:	GENEVIEVE DORMENT

SIGNATURE:	/GENEVIEVE DORMENT/
DATE SIGNED:	09/23/2022
Total Attachments: 5 source=InvestCloud_JPM - Patent Security Agreement - InvestCloud Inc. (Executed)#page1.tif source=InvestCloud_JPM - Patent Security Agreement - InvestCloud Inc. (Executed)#page2.tif source=InvestCloud_JPM - Patent Security Agreement - InvestCloud Inc. (Executed)#page3.tif source=InvestCloud_JPM - Patent Security Agreement - InvestCloud Inc. (Executed)#page4.tif source=InvestCloud_JPM - Patent Security Agreement - InvestCloud Inc. (Executed)#page5.tif	

GRANT OF SECURITY INTEREST IN PATENTS

This GRANT OF SECURITY INTEREST IN PATENTS (this “Agreement”), effective as of September 20, 2022, by and among INVESTCLOUD, INC., a Delaware corporation (the “Borrower”), in favor of and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders party to the Credit Agreement, dated as of September 20, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Pledge and Security Agreement, dated as of September 20, 2022, in favor of the Administrative Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time), (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Borrower pledged, collaterally assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Collateral, including Patents; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations, the Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and/or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all its Patents, whether now existing, or hereafter acquired by or arising in favor of the Borrower (including under any trade name or derivations thereof), and regardless of where located, including the Patents set forth on Schedule A (the “Patent Collateral”) to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Property.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including a .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law; Jurisdiction; Consent to Service of Process; WAIVER OF JURY TRIAL. The terms of Sections 9.09 and 9.10 of the Credit Agreement with respect to governing law, jurisdiction, consent to service of process and waiver of jury trial are incorporated herein by reference, as applicable to this Agreement, *mutatis mutandis*, and the parties hereto agree to such terms.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INVESTCLOUD, INC.

By: Colin Close
Name: Colin Close
Title: President

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Haley Heslip

Name: Haley Heslip

Title: Vice President

Schedule A

Title	Patent No.	Issue Date	Application No.	Filing Date	Owner
Tabular format transaction editor	9,348,561	2016-05-24	14/284,371	2014-05-21	InvestCloud Inc.
Data exchange common interface configuration	10,360,201	2019-07-23	15/207,264	2016-07-11	InvestCloud Inc.
Rule based hierarchical configuration	10,963,963	2021-03-30	15/083,091	2016-03-28	InvestCloud Inc.
Configuration for generating online participation at a web portal	10,761,865	2020-09-01	16/057,514	2018-08-07	InvestCloud Inc.
Just in time generation system	10,275,224	2019-04-30	15/927,953	2018-03-21	InvestCloud Inc.
Recommendation system based on adjustable virtual indicium	11,341,197	2022-05-24	16/660,036	2019-10-22	InvestCloud Inc.
Pipeline for software application development	10,996,932	2021-05-04	16/660,099	2019-10-22	InvestCloud Inc.
SELF-LEARNING DIGITAL INTERFACE			16/808,184	2020-03-03	InvestCloud Inc.