

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7644504

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRACTABLE LTD.	11/06/2020
TRACTABLE INC.	11/06/2020
RECEIVING PARTY DATA	
Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	81 BAY STREET, 10TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5J 0E7
PROPERTY NUMBERS Total: 24	
Property Type	Number
Patent Number:	11361426
Patent Number:	11244438
Patent Number:	11250554
Patent Number:	11257203
Patent Number:	11257204
Patent Number:	11386543
Application Number:	17453018
Application Number:	17806620
Application Number:	17303064
Application Number:	17303069
Application Number:	17651686
Application Number:	17649601
Application Number:	17650772
Application Number:	17303106
Application Number:	17303109
Application Number:	17651703
Application Number:	17659681
Application Number:	63363193
Application Number:	63363194

Property Type	Number
Application Number:	63363196
Application Number:	63363227
Application Number:	63363231
Application Number:	63366080
Application Number:	63382162

CORRESPONDENCE DATA

Fax Number: (650)565-7100

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.

Phone: 6505657022

Email: kceron@sidley.com

Correspondent Name: KARLA CERON

Address Line 1: 1001 PAGE MILL ROAD, BUILDING 1

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	061716.31350
NAME OF SUBMITTER:	KARLA CERON
SIGNATURE:	/karla ceron/
DATE SIGNED:	11/14/2022

Total Attachments: 5

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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 November 6, 2020, among CANADIAN IMPERIAL BANK OF COMMERCE (**"Bank"**), TRACTABLE LTD., a England and Wales limited company, and TRACTABLE INC., a Delaware corporation (collectively, **"Grantors"**, and each, a **"Grantor"**).

RECITALS

A. Bank and Grantors 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 each Grantor's Intellectual Property.

C. Grantors' 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, each Grantor and Bank hereby agree:

1. To secure the Obligations, each Grantor grants Bank a security interest in all of 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.

2. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any of the following U.S. Intellectual Property which such Grantor obtains subsequent to the date of this Agreement: (i) patents and patent applications (including provisional applications); (ii) registered trademarks, applications to register trademarks, or other registrations or applications related to trademarks; (iii) registered copyrights and applications for copyright registration; and (iv) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any state, government or other public legal authority, 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. Article 11 of the Loan Agreement is incorporated herein by reference. 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:

c/o Tractable Ltd.
The Bower
207 Old St
London EC1V 9NR
United Kingdom

Attention: Adrien Cohen, President; Marcel Kuin, Head
of Finance

GRANTORS:

TRACTABLE LTD.

By: 

Name: Razvan Ranca
Title: Director

TRACTABLE INC.

By: 

Name: Razvan Ranca
Title: Chief Financial Officer, Chief Technology Officer
and Treasurer

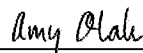
Address of Bank:

CIBC Innovation Banking
81 Bay Street, 10th Floor
Toronto, Ontario
M5J 0E7

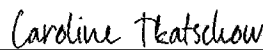
Attention: Amy Olah, Alex Romanowski; Tyler
Tong-McDermott

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Amy Olah
Title: Executive Director, Authorized Signatory
CIBC Innovation Banking

By: 

Name: Caroline Tkatschow
Title: Director, Authorized Signatory
CIBC Innovation Banking

EXHIBIT A
COPYRIGHTS

None

OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
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EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Tractable Ltd.	Semi-automatic labelling of datasets	15/765,275	April 2, 2018
Tractable Ltd	Paint Blending Determination	11,361,426	June 14, 2022
Tractable Ltd	Auxiliary Parts Damage Determination	11,244,438	February 8, 2022
Tractable Ltd	Repair/Replace and Labour Hours Determination	11,250,554	February 15, 2022
Tractable Ltd	Inconsistent Damage Determination	11,257,203	February 22, 2022
Tractable Ltd	Detailed Damage Determination with Image Segmentation	11,257,204	February 22, 2022
Tractable Ltd	Universal Car Damage Determination with Make/Model Invariance	11,386,543	July 12, 2022
Tractable Ltd	Remote Vehicle Damage Assessment	17/453,018	November 1, 2021
Tractable Ltd	Method of Universal Automated Verification of Vehicle Damage	17/806,620	January 4, 2021
Tractable Ltd	Paint Refinish Determination	17/303,064	January 4, 2021
Tractable Ltd	Undamaged/Damaged Determination	17/303,069	May 19, 2021
Tractable Ltd	Inconsistent Damage Determination	17/651,686	February 18, 2022
Tractable Ltd	Auxiliary Parts Damage Determination	17/649,601	February 1, 2022
Tractable Ltd	Repair/Replace and Labour Hours Determination	17/650,772	February 11, 2022
Tractable Ltd	Quick Domain Adaptation with Domain Confusion Loss	17/303,106	May 20, 2021
Tractable Ltd	Detailed Damage Determination with Image Cropping	17/303,109	May 20, 2021
Tractable Ltd	Detailed Damage Determination with Image Segmentation	17/651,703	February 18, 2022
Tractable Ltd	Remote Vehicle Inspection	17/659,681	April 19, 2022
Tractable Ltd	Remote Real Property Inspection	63/363,193	April 19, 2022
Tractable Ltd	Vehicle Damage Assessment and Repair Process	63/363,194	April 19, 2022
Tractable Ltd	AI Coach	63/363,196	April 19, 2022
Tractable Ltd	Vehicle Inspection	63/363,227	April 19, 2022
Tractable Ltd	Artificial Intelligence Insurance System	63/363,231	April 19, 2022
Tractable Ltd	GaLeNet: Multimodal Learning for Disaster Prediction Management	63/366,080	June 9, 2022
Tractable Ltd	AutoFraudNet: A Multimodal Network to Detect Fraud in the Auto Insurance Industry	63/382,162	November 3, 2022

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
Tractable Ltd	TRACTABLE	6,766,427	June 21, 2022