

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8045348

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SKEDULO PTY LIMITED	07/06/2023
RECEIVING PARTY DATA		
Name:	STIFEL BANK	
Street Address:	501 NORTH BROADWAY	
City:	ST. LOUIS	
State/Country:	MISSOURI	
Postal Code:	63102	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	11290391	
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:	800-494-5225	
Email:	ipteam@cogencyglobal.com	
Correspondent Name:	JAY DASILVA	
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712	
Address Line 2:	COGENCY GLOBAL INC.	
Address Line 4:	WASHINGTON, D.C. 20036	
ATTORNEY DOCKET NUMBER:	2060466 PAT	
NAME OF SUBMITTER:	NAOMI SAKATA	
SIGNATURE:	/Naomi Sakata/	
DATE SIGNED:	07/07/2023	
Total Attachments: 8		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 6, 2023 by and between **STIFEL BANK** ("Bank") and **SKEDULO PTY LIMITED** (ACN 158 923 007), a company organized under the laws of Australia ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Skedulo, Inc. and Skedulo Holdings, Inc. (individually and collectively, the "**Borrower**") (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified, supplemented and/or restated from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement) and Grantor has guaranteed the Loans pursuant to that certain general security and guarantee and indemnity deed between Grantor and Bank dated as of the date hereof (as the same may be amended, modified, supplemented and/or restated from time to time, the "**General Security Deed**"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the General Security Deed.

B. Pursuant to the terms of the General Security Deed, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the "Collateral" (as defined in the General Security Deed).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the General Security Deed and Borrower's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank and Borrower and Bank as the case may be, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the General Security Deed, the Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank or Borrower and Bank, as the case may be, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the foregoing shall not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

This security interest is granted in conjunction with the security interest granted to Bank under the General Security Deed. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the General Security Deed, the Loan Agreement, and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the General Security Deed, Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the General Security Deed, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

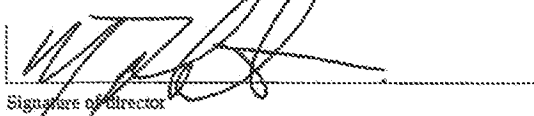
This Intellectual Property Security Agreement shall be deemed to have been made under and shall be governed by the laws of the State of New York (without regard to choice of law principles except as set forth in Section 5-1401 of the New York General Obligations Law) in all respects, including matters of construction, validity, and performance, and that none of its terms or provisions may be waived, altered, modified, or amended except as Bank may consent thereto in writing duly signed for and on its behalf.

[Signatures on following page.]

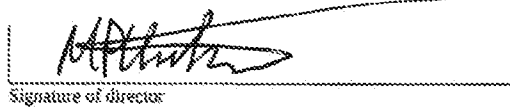
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

Executed by Skedula Pty Limited in accordance with
Section 127 of the Corporations Act 2001


Signature of director

MATTHEW FAIRHURST
Name of director (print)


Signature of director

MITCHELL USSHER
Name of director (print)

Address of Grantor

Level 1, 47 Warner Street Fortitude Valley QLD 4006 Australia

Attn: Matthew Fairhurst

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Danny Hatfield

STIFEL BANK

By: _____

Name: _____

Title: _____

[Signature Page to IPSA]

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.

GRANTOR

Executed by Skedulo Pty Limited in accordance with
Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)

Signature of director / company secretary

Name of director / company secretary (print)

Address of Grantor

Level 1, 47 Warner Street Fortitude Valley QLD 4006 Australia

Attn: Matthew Fairhurst

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Danny Hatfield

BANK:

STIFEL BANK

By:

Name: James Binz

Title: Chief Credit Officer

[Signature Page to IPSA]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue Date</u>
System and method for optimal resource allocation for customer related services	11290391	03/29/2022

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>Registration Date</u>
SKEDULO	5389917	01/30/2018
SKEDULO	5903080	11/05/2019

