508553243 05/17/2024 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI236141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TC Pledge InterMediateCo Inc.	05/16/2024
TC PledgeCo Inc.	05/16/2024
1000827877 Ontario Inc.	05/16/2024
TrueContext Corporation	05/16/2024
TrueContext Inc.	05/16/2024
TrueContext, Inc.	05/16/2024

RECEIVING PARTY DATA

Company Name:	First-Citizens Bank & Trust Company
Street Address:	75 N. FAIR OAKS AVENUE
Internal Address:	(CLAS PAS-04-02)
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91103

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	9471611
Patent Number:	8799242
Patent Number:	7774504
Patent Number:	10193960
Patent Number:	11399056
Patent Number:	9113282
Patent Number:	10394948
Patent Number:	10585982
Patent Number:	11308270
Patent Number:	11886808
Patent Number:	9836446
Patent Number:	9401966
Patent Number:	11010715
Patent Number:	10902180

Property Type	Number	
Patent Number:	11928417	
Patent Number:	10198404	
Patent Number:	10582049	
Patent Number:	11144715	
Application Number:	17844183	
Application Number:	18422478	
Application Number:	17550698	

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:	8004945225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Jay daSilva
Address Line 1:	1025 Connecticut Avenue NW
Address Line 2:	Suite 712
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2372169 PAT
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	05/17/2024

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 16, 2024, by and between each Grantor listed on the signature page hereto (each a "*Grantor*" and collectively, the "*Grantor*") and **FIRST-CITIZENS BANK & TRUST COMPANY**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, "*Administrative Agent*").

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of May 16, 2024, by and among **TC PLEDGE INTERMEDIATECO INC.**, a Delaware corporation ("Intermediate Holdings"), TC PLEDGECO INC., a Delaware corporation ("Holdings"), 1000827877 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario (the "Initial Borrower"), the several Lenders party thereto from time to time, the Administrative Agent, and First Citizens Bank & Trust Company, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other Grantor (as defined in the Guarantee Collateral Agreement) have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Guarantee and Collateral Agreement").

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Grantor (as defined in the Guarantee and Collateral Agreement) shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor (as defined in the Guarantee and Collateral Agreement) have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower's and each other Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Credit Agreement and Loan Documents, Grantor hereby covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks

listed on <u>Exhibits A</u>, <u>B</u>, and <u>C</u> hereto, respectively), and 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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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:

TC PLEDGE INTERMEDIATECO INC. By: Name: Chelsea Stoner Title: President

TC PLED GECO INC. By: Name: Chelsea Stoner Title: President

1000827877 ONTARIO INC. By: Name: Chelsea Stoner Title: President

TRUECONTEXT INC.

By:______ Name: <u>Alvaro Pombo</u>______ Title: <u>Chief Executive Officer</u>_____

TRUECONTEXT, INC.

[Signature Page to Intellectual Property Security Agreement]

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:

TC PLEDGE INTERMEDIATECO INC.

By:
Jame: Chelsea Stoner
itle: President

TC PLEDGECO INC.

By:	
Name: Chelsea Stoner	
Title: President	

1000827877 ONTARIO INC.

Ву:	
Name: Chelsea Stoner	
Title: President	

TRUECONT XT/INC.

By: <u>Alvaro Pombo</u> Title: <u>Chief Executive Officer</u>

TRUECONTEXT By: Name: Alvaro Pombo Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRUECONTEXT-CORPORATION
By:
Name: Atvaro Pombo
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

By: <u>/</u> W Name: Matthew K. Pierce Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Registered Copyrights

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

Loan Party	Jurisdiction	Patent No.	Issue Date	Inventor	Title
TrueContext Inc.	United States of America	9471611	October 18, 2016	Leonard; Glenda Ann et al.	DISTRIBUTED SCALABLE POLICY BASED CONTENT MANAGEMENT
TrueContext Inc.	United States of America	8799242	August 5, 2014	Leonard; Glenda Ann et al.	DISTRIBUTED SCALABLE POLICY BASED CONTENT MANAGEMENT
TrueContext Inc.	United States of America	7774504	August 10, 2010	Chéné; Marc et al.	POLICY-DRIVEN MOBILE FORMS APPLICATIONS
TrueContext Inc.	United States of America	10193960	January 29, 2019	Chéné; Marc et al.	MOBILE CORE CLIENT ARCHITECTURE
TrueContext Inc.	United States of America	11399056	July 26, 2022	Chéné; Marc et al.	MOBILE CORE CLIENT ARCHITECTURE
TrueContext Inc.	United States of America	9113282	August 18, 2015	Chéné; Marc et al.	MOBILE CORE CLIENT ARCHITECTURE
TrueContext Inc.	United States of America	10394948	August 27, 2019	Brisebois; Mitch A. et al.	METHOD AND SYSTEM FOR CUSTOMIZING A MOBILE APPLICATION USING A WEB-BASED INTERFACE
TrueContext Inc.	United States of America	10585982	March 10, 2020	Brisebois; Mitch A. et al.	METHOD AND SYSTEM FOR CUSTOMIZING A MOBILE APPLICATION USING A WEB-BASED INTERFACE
TrueContext Inc.	United States of America	11308270	April 19, 2022	Brisebois; Mitch A. et al.	METHOD AND SYSTEM FOR CUSTOMIZING A MOBILE APPLICATION USING A WEB-BASED INTERFACE

Loan Party	Jurisdiction	Patent No.	Issue Date	Inventor	Title
TrueContext Inc.	United States of America	11,886,808	January 30, 2024	Brisebois; Mitch A. et al.	METHOD AND SYSTEM FOR CUSTOMIZING A MOBILE APPLICATION USING A WEB-BASED INTERFACE
TrueContext Inc.	United States of America	9836446	December 5, 2017	Brisebois; Mitch A. et al.	METHOD AND SYSTEM FOR CUSTOMIZING A MOBILE APPLICATION USING A WEB-BASED INTERFACE
TrueContext Inc.	United States of America	9401966	July 26, 2016	Chene; Marc et al.	METHODS AND SYSTEM FOR ORCHESTRATING SERVICES AND DATA SHARING ON MOBILE DEVICES
TrueContext Inc.	United States of America	11010715	May 18, 2021	Brisebois; Mitch A. et al.	METHOD AND SYSTEM FOR REAL TIME RECORDS FROM AGGREGATED MOBILE DATA
TrueContext Inc.	United States of America	10902180	January 26, 2021	Ekanayake; Gemunu Prasanna Kapila Bandara et al.	FLEXIBLE ONLINE FORM DISPLAY
TrueContext Inc.	United States of America	11928417	March 12, 2024	Ekanayake; Gemunu Prasanna Kapila Bandara et al.	FLEXIBLE ONLINE FORM DISPLAY
TrueContext Inc.	United States of America	10198404	February 5, 2019	Ekanayake; Gemunu Prasanna Kapila Bandara et al.	FLEXIBLE ONLINE FORM DISPLAY
TrueContext Inc.	United States of America	10582049	March 3, 2020	Chenier; Glenn Michael et al.	LOCATION SPECIFIC DISPATCH RESOLUTION SYSTEM
TrueContext Inc.	United States of America	11144715	October 12, 2021	Paterson; Christopher James Herbert et al.	EFFICIENT DATA ENTRY SYSTEM FOR ELECTRONIC FORMS

Pending Patent Applications

Loan Party	Jurisdiction	Serial No. Application No.	Filing Date	Inventor	Title
TrueContext Inc.	United States of America	17844183	Filed June 20, 2022	Chéné; Marc et al.	MOBILE CORE CLIENT ARCHITECTURE
TrueContext Inc.	United States of America	18422478	Filed January 25, 2024	Information not published	Information not published
TrueContext Inc.	United States of America	17550698	Filed December 14, 2021	Paterson; Christopher James Herbert et al.	EFFICIENT DATA ENTRY SYSTEM FOR ELECTRONIC FORMS

EXHIBIT C

TRADEMARKS

Issued Trademarks Registered Trademarks

Loan Party	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
TrueContext Inc.	Great Britain	UK00003277300	2018-03-30	2017-12- 14	ProntoForms Inc.	PRONTOFORMS
TrueContext Inc.	United States of America	4052215	2011-11-08	2011-03- 02	TrueContext Inc.	PRONTOFORMS
TrueContext Inc.	Canada	TMA652035	2005-11-01	2002-07- 02	TrueContext Inc.	TRUECONTEXT
TrueContext Inc.	Great Britain	UK00003927039	2023-09-29	2023-06- 26	TrueContext Inc.	TrueContext
TrueContext Inc.	Great Britain	UK00003927040	2023-09-29	2023-06- 26	TrueContext Inc.	TrueContext Design

Pending Trademark Applications

Loan Party	Jurisdiction	Application No.	Filing Date	Applicant	Mark
TrueContext Inc.	United States of America	97885274	2023-04-12	TrueContext Inc.	TRUECONTEXT
TrueContext Inc.	Canada	2265958	2023-06-26	TrueContext Inc.	True Context Design
TrueContext Inc.	Canada	2267649	2023-07-05	TrueContext Inc.	ТСХТ
TrueContext Inc.	United States of America	98072730	2023-07-06	TrueContext Inc.	ТСХТ