

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI290714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
IQOR TECHNOLOGIES INC.	06/11/2024
IQOR US INC.	06/11/2024
IQOR HOLDINGS INC.	06/11/2024

RECEIVING PARTY DATA

Company Name:	Wells Fargo Bank, National Association
Street Address:	150 E. 42nd Street, 40th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	9390132
Patent Number:	9405814
Patent Number:	8489872
Patent Number:	8812537
Patent Number:	9043354
Patent Number:	9043355
Patent Number:	9063978
Patent Number:	9454526
Patent Number:	9672281
Patent Number:	9098509
Patent Number:	9053146
Patent Number:	8812482
Patent Number:	9405799
Patent Number:	9454576
Patent Number:	10180962
Patent Number:	9405800
Patent Number:	9454577
Patent Number:	9659062

PATENT

Property Type	Number
Patent Number:	9396232

CORRESPONDENCE DATA

Fax Number:
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: 7136328629

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	155656-01073
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	Kareem Ansley
DATE SIGNED:	06/11/2024

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 11, 2024 by **IQOR TECHNOLOGIES INC.**, a Delaware corporation, **IQOR US INC.**, a Delaware corporation and **IQOR HOLDINGS INC.**, a Delaware corporation (collectively, the “**Grantors**”) in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent for the Secured Parties (in such capacity, the “**Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 11, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and Agent agree as follows:

(a) **Grant of Security.** As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, each Grantor hereby pledges, collaterally assigns and grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(1) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all United States registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(2) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) **Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

(c) **Foreign Intellectual Property.** Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than the United States, nor shall this Agreement create an obligation on any Grantor to make any filings or take any other actions to record or perfect Agent's security interest in and continuing lien on Intellectual Property outside of the United States.

(d) **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

(e) **Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

(f) **Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

IQOR TECHNOLOGIES INC.,
as a Grantor

By: 

Name: Runa Rosenfield

Title: Authorized Signatory

IQOR US INC.,
as a Grantor

By: 

Name: Runa Rosenfield

Title: Authorized Signatory

IQOR HOLDINGS INC.,
as a Grantor

By: 

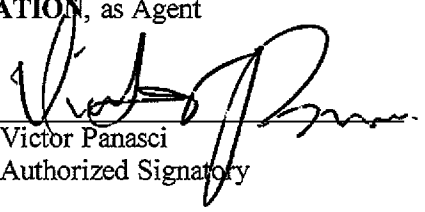
Name: Runa Rosenfield

Title: General Counsel and Corporate Secretary

[Signatures Continued from Previous Page]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Agent

By:

Name:  Victor Panasci

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. United States Copyrights and Exclusive Copyright Licenses

None.

2. United States Patents

Title	Patent No.	Issue Date	App. No.	App. Date	Owner
Apparatuses, methods and systems for a universal data librarian	9390132	2016-07-12	12760948	2010-04-15	Iqor Holdings Inc.
Apparatuses, methods and systems for a global data exchange	9405814	2016-08-02	12762570	2010-04-19	Iqor Holdings Inc.
Apparatuses, methods and systems for a real-time desktop configurer utilizing a user identifier or an initialization request to retrieve a data-structure-tracking syntax-configured string	8489872	2013-07-16	12762577	2010-04-19	Iqor Holdings Inc.
Apparatuses, methods and systems for a descriptive business grammar syntax querier	8812537	2014-08-19	12763320	2010-04-20	Iqor Holdings Inc.
Apparatuses, methods and systems for an automated data extractor	9043354	2015-05-26	12763331	2010-04-20	Iqor Holdings Inc.
Apparatuses, methods and systems for a journal entry automator	9043355	2015-05-26	12903660	2010-10-13	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a financial transaction tagger	9063978	2015-06-23	12903685	2010-10-13	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a chart of accounts simplifier	9454526	2016-09-27	12903718	2010-10-13	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a call searcher	9672281	2017-06-06	12903765	2010-10-13	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a call restrictor	9098509	2015-08-04	12903796	2010-10-13	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a web access manager	9053146	2015-06-09	12903839	2010-10-13	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a data translator	8812482	2014-08-19	12904676	2010-10-14	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for an employee referral facilitator	9405799	2016-08-02	12905169	2010-10-15	Iqor Holdings Inc., Iqor US Inc.

Title	Patent No.	Issue Date	App. No.	App. Date	Owner
Apparatuses, methods and systems for an employee onboarding automator	9454576	2016-09-27	12905179	2010-10-15	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a real-time phone configurer	10180962	2019-01-15	12905196	2010-10-15	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a universal payment integrator	9405800	2016-08-02	12905204	2010-10-15	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for an employee reimbursement evaluator	9454577	2016-09-27	12905221	2010-10-15	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a global benefits purse facilitator	9659062	2017-05-23	12905239	2010-10-15	Iqor Holdings Inc., Iqor US Inc.
Apparatuses, methods and systems for a rule-integrated virtual punch clock	9396232	2016-07-19	12905247	2010-10-15	Iqor Holdings Inc., Iqor US Inc.

3. United States Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
AQRATE	85311004	03-MAY-2011	4547930	10-JUN-2014	IQOR TECHNOLOGIES INC.
I	88217029	05-DEC-2018	5970390	28-JAN-2020	IQOR US INC.
IQOR (logo)	88217035	05-DEC-2018	5970391	28-JAN-2020	IQOR US INC.
IQOR	88217022	04-DEC-2018	5970389	28-JAN-2020	IQOR US INC.
IQOR LINQ	87638804	09-OCT-2017	5824071	06-AUG-2019	IQOR US INC.
QUANTUMATCH	85310894	03-MAY-2011	4645436	25-NOV-2014	IQOR TECHNOLOGIES INC.