

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
o9 Solutions, Inc.		08/19/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90165486	AIM10X	
Serial Number:	90165480	AIM10X	
Registration Number:	6541112	O9	
Registration Number:	4209591	O9	
Serial Number:	90165395	O9 SOLUTIONS	
Registration Number:	6360646	O9 SOLUTIONS	
Registration Number:	4210041	O9 SOLUTIONS	
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:	8004945225		
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:	1765944 TM		
NAME OF SUBMITTER:	Julia Brow		
SIGNATURE:	/Julia Brow/		

OP \$190.00 90165486

DATE SIGNED:

08/22/2022

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 19, 2022, by and among JPMORGAN CHASE BANK, N.A. (“Lender”) (on behalf of Lender and the other Secured Parties (as defined in the Credit Agreement)), as the lender party to the Credit Agreement referred to below and o9 SOLUTIONS, INC., a Texas corporation (“O9 Solutions, Inc.”) (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender on behalf of and for the benefit of the Secured Parties a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender on behalf of and for the benefit of the Secured Parties 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.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in 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 to 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, 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 United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the 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:

Address:
o9 Solutions, Inc.
1501 Lyndon B Johnson Fwy
Suite 140
Dallas, TX 75234
Attention: Igor Rikalo

O9 SOLUTIONS, INC.,
~~a Texas corporation~~
Igor Rikalo
By: _____
FD8A6FD49006453

Name: Igor Rikalo
Title: President, Secretary and Chief Operating Officer

LENDER:

Address:
JPMorgan Chase Bank, N.A.
MM Technology Banking
383 Madison Avenue, 22nd Floor
New York, NY, 10017
Attention: Grace Mahood

JPMORGAN CHASE BANK, N.A.
By: _____
Name: _____
Title: _____

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.

Address:
o9 Solutions, Inc.
1501 Lyndon B Johnson Fwy
Suite 140
Dallas, TX 75234
Attention: _____

GRANTOR:

**O9 SOLUTIONS, INC.,
a Texas corporation**

By: _____


Name: Igor Rikalo

Title: President, Secretary and Chief Operating Officer

Address:
JPMorgan Chase Bank, N.A.
MM Technology Banking
383 Madison Avenue, 22nd Floor
New York, NY, 10017
Attention: Grace Mahood

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Grace Mahood

Title: Vice President

Signature page to Intellectual Property Security Agreement

**TRADEMARK
REEL: 007828 FRAME: 0687**

EXHIBIT A

Copyrights

NONE

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>

EXHIBIT B

Patents

<u>Description</u>	<u>Patent no./ Application no / Publication no.</u>	<u>Patent / Application / Publication Date</u>
Unstructured data processing in plan modeling	11,379,781 15/054,036 20170140040	7/5/2022 2/25/2016 5/18/2017
Plan modeling and user feedback	11,379,774 16/800,884 20200401962	7/5/2022 2/25/2020 12/24/2020
Regressable differential data structures	11,232,071 16/510,577 20200174969	1/25/2022 7/12/2019 6/4/2020
Plan modeling visualization	11,216,765 14/752,810 20170140319	1/4/2022 6/26/2015 5/18/2017
Plan model searching	11,216,478 14/885,764 20170140007	1/4/2022 10/16/2015 5/18/2017
Plan modeling and user feedback	10,614,400 14/751,526 20170140310	4/7/2020 6/26/2015 5/18/2017
Value-based differential data	10,387,372 13/673,963 20170139909	8/20/2019 11/9/2012 5/18/2017
PLAN MODELING VISUALIZATION	20220172143 17/546714	6/2/2022 12/9/2021
LAN MODEL SEARCHING	20220171767 17/546732	6/2/2022 12/9/2021
COMPUTATIONAL UNIFIED GRAPH HIERARCHY MODEL	20190258973 16/166924	8/22/2019 10/22/2018
PLAN MODELING AND TASK MANAGEMENT	20190251486 16/184429	8/15/2019 11/8/2018

<u>Description</u>	<u>Patent no./ Application no / Publication no.</u>	<u>Patent / Application / Publication Date</u>
DYNAMIC MEMORYLESS DEMAND-SUPPLY PEGGING	20190114567 15/783660	4/18/2019 10/13/2017
PLAN MODELING AND TASK MANAGEMENT	20170140307 14/752774	5/18/2017 6/26/2015
BUSINESS GRAPH MODEL	20170140306 14/493277	5/18/2017 9/22/2014
PLAN MODELING	20140058712 13594723	2/27/2014 8/24/2012
SCENARIO PLANNING GUIDANCE	20140058799 13594766	2/27/2014 8/24/2012
CONSTRAINED CONCURRENT RESOURCE ALLOCATOR	20200226536 16245719	7/16/2020 1/11/2019

EXHIBIT C

Trademarks

<u>Description</u>	Serial Application <u>Number</u>	Application <u>Date</u>
See Trademark Table below		

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
AEM10X	United States	90165486 08-SEP-2020	N/A	o9 Solutions, Inc.
aim10x 	United States	90165480 08-SEP-2020	N/A	o9 Solutions, Inc.
o9 	United States	90165473 08-SEP-2020	6541112 26-OCT-2021	o9 Solutions, Inc.
O9	United States	85541087 13-FEB-2012	4209591 18-SEP-2012	o9 Solutions, Inc.
o9 solutions 	United States	90165395 08-SEP-2020	N/A	o9 Solutions, Inc.
O9 SOLUTIONS	United States	90165456 08-SEP-2020	6360646 25-MAY-2021	o9 Solutions, Inc.
o9 Solutions 	United States	85561442 06-MAR-2012	4210041 18-SEP-2012	o9 Solutions, Inc.
o9 	Australia	2159606 01-MAR-2021	2159606 01-MAR-2021	o9 Solutions, Inc.
O9	Australia	2159610 01-MAR-2021	2159610 01-MAR-2021	o9 Solutions, Inc.
o9 solutions 	Australia	2159585 01-MAR-2021	2159585 01-MAR-2021	o9 Solutions, Inc.
O9 SOLUTIONS	Australia	2159598 01-MAR-2021	2159598 01-MAR-2021	o9 Solutions, Inc.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
AIM10X	Canada	2088419 02-MAR-2021	N/A	o9 Solutions, Inc.
aim10x 	Canada	2088422 02-MAR-2021	N/A	o9 Solutions, Inc.
o9	Canada	2088423 02-MAR-2021	N/A	o9 Solutions, Inc.
	Canada	2088421 02-MAR-2021	N/A	o9 Solutions, Inc.
O9 SOLUTIONS	Canada	2088420 02-MAR-2021	N/A	o9 Solutions, Inc.
o9 solutions 	Canada	2088424 02-MAR-2021	N/A	o9 Solutions, Inc.
aim10x 	China	63140541 09-MAR-2022	N/A	o9 Solutions, Inc.
AIM10X	China	63134832 09-MAR-2022	N/A	o9 Solutions, Inc.
aim10x 	China	54019987 04-MAR-2021	N/A	o9 Solutions, Inc.
AIM10X	China	54019985 04-MAR-2021	N/A	o9 Solutions, Inc.
O9	China	54019988 04-MAR-2021	N/A	o9 Solutions, Inc.
	China	54019991 04-MAR-2021	N/A	o9 Solutions, Inc.
O9	China	54019989 04-MAR-2021	N/A	o9 Solutions, Inc.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
o9 	China	54019990 04-MAR-2021	N/A	o9 Solutions, Inc.
o9 solutions 	China	54019995 04-MAR-2021	54019995 21-NOV-2021	o9 Solutions, Inc.
O9 SOLUTIONS	China	54019993 04-MAR-2021	54019993 21-NOV-2021	o9 Solutions, Inc.
o9 solutions 	China	62791039 23-FEB-2022	N/A	o9 Solutions, Inc.
O9 SOLUTIONS	China	62781859 23-FEB-2022	N/A	o9 Solutions, Inc.
AIM10X	EU	018417779 05-MAR-2021	018417779 29-JUN-2021	o9 Solutions, Inc.
aim10x 	EU	018417749 05-MAR-2021	018417749 29-JUN-2021	o9 Solutions, Inc.
o9 	EU	018417957 05-MAR-2021	018417957 29-JUN-2021	o9 Solutions, Inc.
O9	EU	018411853 01-MAR-2021	018411853 26-JUN-2021	o9 Solutions, Inc.
O9 SOLUTIONS	EU	018416842 04-MAR-2021	018416842 29-JUN-2021	o9 Solutions, Inc.
o9 solutions 	EU	018416653 03-MAR-2021	018416653 29-JUN-2021	o9 Solutions, Inc.
AIM10X	India	4893900 08-MAR-2021	N/A	o9 Solutions, Inc.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
aim10x 	India	4893901 08-MAR-2021	4893901 08-MAR-2021	o9 Solutions, Inc.
o9	India	4893896 08-MAR-2021	4893896 08-MAR-2021	o9 Solutions, Inc.
	India	4893897 08-MAR-2021	4893897 08-MAR-2021	o9 Solutions, Inc.
O9 SOLUTIONS	India	4893898 08-MAR-2021	N/A	o9 Solutions, Inc.
o9 solutions 	India	4893899 08-MAR-2021	N/A	o9 Solutions, Inc.
o9 	Japan	2021-024635 03-MAR-2021	6421391 27-JUL-2021	o9 Solutions, Inc.
AIM10X	Japan	2021-024203 02-MAR-2021	6421390 27-JUL-2021	o9 Solutions, Inc.
aim10x 	Japan	2021-024202 02-MAR-2021	6421389 27-JUL-2021	o9 Solutions, Inc.
o9 solutions 	Japan	2021-024200 02-MAR-2021	6421387 27-JUL-2021	o9 Solutions, Inc.
O9 SOLUTIONS	Japan	2021-024201 02-MAR-2021	6421388 27-JUL-2021	o9 Solutions, Inc.
o9	New Zealand	1172157 01-MAR-2021	1172157 02-SEP-2021	o9 Solutions, Inc.
	New Zealand	1172155 01-MAR-2021	1172155 02-SEP-2021	o9 Solutions, Inc.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
O9 SOLUTIONS	New Zealand	1172153 01-MAR-2021	1172153 02-SEP-2021	o9 Solutions, Inc.
o9 solutions 	New Zealand	1172151 01-MAR-2021	1172151 02-SEP-2021	o9 Solutions, Inc.
aim10x 	South Korea	46-2021-0044921 05-MAR-2021	N/A	o9 Solutions, Inc.
AIM10X	South Korea	46-2021-0044922 05-MAR-2021	N/A	o9 Solutions, Inc.
o9 	South Korea	46-2021-0044919 05-MAR-2021	N/A	o9 Solutions, Inc.
o9 solutions 	South Korea	46-2021-0044917 05-MAR-2021	N/A	o9 Solutions, Inc.
O9 SOLUTIONS	South Korea	46-2021-0044918 05-MAR-2021	N/A	o9 Solutions, Inc.
AIM10X	United Kingdom	UK00003605370 05-MAR-2021	UK00003605370 02-JUL-2021	o9 Solutions, Inc.
aim10x 	United Kingdom	UK00003605284 05-MAR-2021	UK00003605284 02-JUL-2021	o9 Solutions, Inc.