

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537371

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANALYTICSIQ, INC.		08/20/2019	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CADENCE BANK, N.A.		
<b>Street Address:</b>	2800 Post Oak Boulevard, Suite 3800		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88529796	ANALYTICSIQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149326499		
<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>			
<b>Phone:</b>	2149326400		
<b>Email:</b>	sshernandez@mcguirewoods.com		
<b>Correspondent Name:</b>	ADNAN QAZI		
<b>Address Line 1:</b>	2000 MCKINNEY AVENUE, SUITE 1400		
<b>Address Line 2:</b>	MCGUIREWOODS LLP		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	2076255-0024		
<b>NAME OF SUBMITTER:</b>	Stephanie Hernandez		
<b>SIGNATURE:</b>	/Stephanie Hernandez/		
<b>DATE SIGNED:</b>	08/20/2019		
<b>Total Attachments: 4</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 20<sup>th</sup> day of August, 2019, by ANALYTICSIQ, INC., a Georgia corporation ("Grantor"), in favor of CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, Suite 3800, Houston, Texas 77056, as administrative agent for the Lenders (hereinafter defined) ("Administrative Agent"). Capitalized terms used herein and not defined have the meanings given such terms in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the United States Trademarks and Trademark Applications, Patents and Patent Applications, Copyrights and Copyright Applications, as applicable, listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor, AnalyticsIQ Holdings, Inc., a Delaware corporation, the other Persons party thereto as Credit Parties, the lenders from time to time party thereto (collectively, "Lenders"), and Administrative Agent have entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of August 20, 2019, between, *inter alios*, Grantor and Administrative Agent (the "Security Agreement"), Grantor has granted to Administrative Agent a security interest in substantially all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Administrative Agent a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the United States Trademarks and Trademark Applications, United States Patents and Patent Applications and United States Copyrights and Copyright Applications, as applicable, referred to on Schedule A hereto, now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Credit Agreement) to the contrary, "IP Collateral" shall not include (i) any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law and/or (b) any other Excluded Property (as defined in the Security Agreement).
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first written above.

GRANTOR:

**ANALYTICSIQ, INC.**

By: 

Name: David R. Kelly

Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**CADENCE BANK, N.A., as**  
Administrative Agent

By: \_\_\_\_\_

Name: Jonathan Miller

Title: Senior Vice President

*(Signature Page to Intellectual Property Security Agreement)*

**TRADEMARK**  
**REEL: 006724 FRAME: 0618**

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first written above.

GRANTOR:

**ANALYTICSIQ, INC.**

By: \_\_\_\_\_

Name: David R. Kelly

Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**CADENCE BANK, N.A.**, as  
Administrative Agent

By: \_\_\_\_\_

Name: Jonathan Miller

Title: Senior Vice President

*(Signature Page to Intellectual Property Security Agreement)*

**TRADEMARK**  
**REEL: 006724 FRAME: 0619**

**SCHEDULE A**

<b>Registered United States Patents</b>				
<b>Country</b>	<b>Patent</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
N/A	N/A	N/A	N/A	N/A

<b>Pending United States Patent Applications</b>				
<b>Country</b>	<b>Patent</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>
N/A	N/A	N/A	N/A	N/A

<b>Registered United States Trademarks</b>					
<b>Country</b>	<b>Trademark</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Filing Date</b>
N/A	N/A	N/A	N/A	N/A	N/A

<b>Pending United States Trademark Applications</b>					
<b>Country</b>	<b>Trademark</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Filing Date</b>
USA	AnalyticsIQ	AnalyticsIQ, Inc.	88529796	N/A	07/23/2019

<b>Registered United States Copyrights</b>				
<b>Country</b>	<b>Copyright</b>	<b>Author</b>	<b>Registration No.</b>	<b>Registration Date</b>
N/A	N/A	N/A	N/A	N/A

<b>Pending United States Copyright Applications</b>				
<b>Country</b>	<b>Copyright</b>	<b>Author</b>	<b>Serial No.</b>	<b>Filing Date</b>
N/A	N/A	N/A	N/A	N/A

(Schedule A to Intellectual Property Security Agreement)

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