

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599894

<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>
viaPhoton Inc.		09/28/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Signature Bank		
<b>Street Address:</b>	565 Fifth Avenue		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90039565	HYPERACCESS	
<b>Serial Number:</b>	90039560	HYPERREACH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>	919-838-2034		
<b>Email:</b>	pkarmire@smithlaw.com		
<b>Correspondent Name:</b>	Perky L. Karmire / Smith Anderson Law		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Perky L. Karmire		
<b>SIGNATURE:</b>	/s/ Perky L. Karmire		
<b>DATE SIGNED:</b>	09/28/2020		
<b>Total Attachments: 6</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2020 by and between SIGNATURE BANK ("Bank") and VIAPHOTON INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of July 17, 2020, as amended by that certain First Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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 Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in 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 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 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 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.

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 of Grantor:

viaPhoton Inc.  
2640 White Oak Cir Suite C  
Aurora IL 60502  
Attn: Baber Abbas  
EMAIL: [baber.abbas@viaphoton.com](mailto:baber.abbas@viaphoton.com)

VIAPHOTON, INC.

By: 

Name: SIED BABAR ABBAS

Title: CEO AND PRESIDENT

BANK:

Address of Bank:

Signature Bank-Venture Banking Group  
565 Fifth Avenue, 8th Floor  
New York, New York 10017  
Attn: Caryl Brunner

SIGNATURE BANK

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 of Grantor:

viaPhoton Inc.  
2640 White Oak Cir Suite C  
Aurora IL 60502  
Attn: Baber Abbas  
EMAIL: [haber.abbas@viaphoton.com](mailto:haber.abbas@viaphoton.com)

VIAPHOTON INC.

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

Name: \_\_\_\_\_

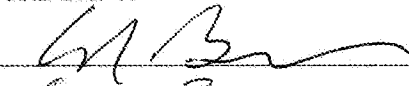
Title: \_\_\_\_\_

BANK:

Address of Bank:

Signature Bank-Venture Banking Group  
565 Fifth Avenue, 8th Floor  
New York, New York 10017  
Attn: Caryl Brunner

SIGNATURE BANK

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

Name: CARYL BRUNNER

Title: OFFICER

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Fiber Breakout Assembly	63021562	5/7/2020
Optical Fiber Assembly and Method	63038405	6/12/2020
Optical Fiber Management System	63068255	8/30/2020
Optical Fiber Web Application	63080383	9/18/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
HYPERACCESS	90039565	7/7/2020
HYPERREACH	90039560	7/7/2020