

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualtrax Inc.		05/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Westminster Bank plc		
Street Address:	280 Bishopsgate		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 4RB		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2642821	QUALTRAX	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1367969		
NAME OF SUBMITTER:	Beatrice Kelly		
SIGNATURE:	/Beatrice Kelly/		
DATE SIGNED:	05/04/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of 4 May 2021, is made between Qualtrax Inc., a Delaware corporation (the "**Company**"), and National Westminster Bank plc, in its capacity as security agent for the Secured Parties (as defined in the Facility Agreement (as hereinafter defined)) (in such capacity, together with its successors and assigns in such capacity, the "**Security Agent**").

PRELIMINARY STATEMENT

Ideagen plc, a company incorporated in England and Wales with registered number 02805019 (the "**Parent**"), has entered into a Facility Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, renewed, extended or otherwise modified from time to time the "**Facility Agreement**") among the Original Guarantors, Arrangers, Original Lenders and the Security Agent.

It is a condition precedent to the extension of credit under the Facility Agreement that the Company enter into that certain U.S. Pledge and Security Agreement, dated 4 May 2021, between the Company and the Security Agent (the "**Security Agreement**").

Under the terms of the Security Agreement, the Company granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Company, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms. All capitalized terms used in this IP Security Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Facility Agreement.

SECTION 2 Grant of Security. As security for the payment and performance of the Secured Obligations, the Company hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in all of the Company's right, title and interest in, to and under all of its personal property, wherever located and whether now existing or owned or hereafter acquired or arising:

- (i) all of its Intellectual Property Collateral, including those described in Schedule 1;
- (ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Company connected with and symbolized by any of the Intellectual Property Collateral;
- (iii) all accounts, all other proprietary rights, all other intellectual or other similar property and all other general intangibles associated with or arising out of any of the Intellectual Property Collateral and not otherwise described above; and

(iv) all money, income, royalties, payments, all products and Proceeds of any and all of the foregoing, including any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

collectively, the "**Collateral**".

SECTION 3 Recordation. The Company authorizes the Commissioner for Trademarks to record and register this IP Security Agreement upon request by the Security Agent.

SECTION 4 Loan Documents. This IP Security 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 the Security Agent with respect to the Collateral are as provided by the Facility Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

SECTION 5 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery by the Company of an executed counterpart of a signature page of this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

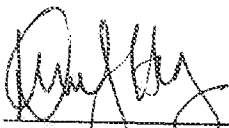
SECTION 7 Governing Law. THIS IP SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION, VENUE, SERVICE OF PROCESS AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 15 TO 17 (INCLUSIVE) OF THE SECURITY AGREEMENT AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

COMPANY:

QUALTRAX INC.

By: 
Name: Emma Hayes
Title: President
Address for Notices:

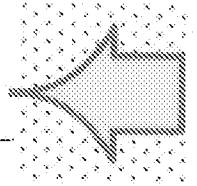
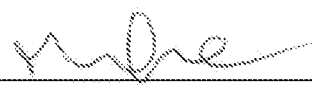
[Signature page for Intellectual Property Security Agreement – Qualtrax Inc]

ACCEPTED AND ACKNOWLEDGED:

SECURITY AGENT:

NATIONAL WESTMINSTER BANK PLC

By: _____
Name: _____
Title: _____
Address for Notices: _____



[Signature page for Intellectual Property Security Agreement – Qualtrax Inc.]

SCHEDULE 1

PATENTS

Issued Patents

Jurisdiction	Patent No.	Issue Date	Inventor	Title

Pending Patent Applications

Jurisdiction	Serial No.	Filing Date	Inventor	Title

TRADEMARKS

Registered Trademarks

Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
United States	2,642,821	October 29, 2020	February 4, 2002	Qualtrax, Inc.	QUALTRAX
EU	13355672	March 6, 2015	October 13, 2014	Qualtrax, Inc.	QUALTRAX
United Kingdom	UK0091335567 2	N/A	October 13, 2014	Qualtrax, Inc.	QUALTRAX
Mexico	803095	October 16, 2003	July 15, 2002	Qualtrax, Inc.	QUALTRAX

Pending Trademark Applications

Jurisdiction	Application No.	Filing Date	Applicant	Mark

COPYRIGHTS

Registered Copyrights

Jurisdiction	Registration No.	Registration Date	Work of Authorship

Pending Copyright Applications

Jurisdiction	Application No.	Application Date	Work of Authorship