

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
gradient A.I. Corp.		04/29/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6012343	GRADIENT	
Serial Number:	88532996	GRADIENT	
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:	9198382021		
Email:	asimpson@smithlaw.com		
Correspondent Name:	Alex Simpson / Smith Anderson Law Firm		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
NAME OF SUBMITTER:	Alex Simpson		
SIGNATURE:	/s/ Alex Simpson		
DATE SIGNED:	04/29/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 29, 2022 by and between SIGNATURE BANK ("Bank") and GRADIENT A.I. CORP. ("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 on or about the date of this Agreement (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined 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 grants 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 the other Loan Documents, 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, in the Loan Agreement or any of the other 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 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, as of the date hereof.

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 one and the same instrument.

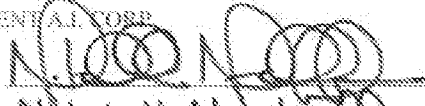
IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

321 Summer Street, 6th Floor
Boston, MA 02210
Attn: Stan Smith and Mitch Mackoff

GRANTOR:

GRADIENT A.I. CORP

By: 
Name: Mitchell Mackoff
Title: CFO + Treasurer

Address of Bank:

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

BANK:

SIGNATURE BANK

By: _____
Name: _____
Title: _____

[Signature Page to IP&SA]

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321 Summer Street, 6th Floor
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Attn: Stan Smith and Mitch Mackoff

Address of Bank:

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

GRANTOR:

GRADIENT A.I. CORP.

By: _____

Name: _____

Title: _____

BANK:

SIGNATURE BANK

By: 

Name: Kevin Johnson

Title: SVP

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Patent	Jurisdiction	Registration or Serial No.	Date of Registration
GAI-01PR01	US	63290618	12/16/2021

EXHIBIT C

Trademarks

Mark	Jurisdiction	Registration or Serial No.	Date of Registration	Status of Section 8/15 Filings	Current Renewal Date	Goods
"GRADIENT"	US	6,012,343	March 17, 2020	N/A	N/A	Class 35 & Class 36

Trademark Applications

Mark	Jurisdiction	Registration or Serial No.	Date of Registration	Status of Section 8/15 Filings	Current Renewal Date	Goods
"GRADIENT"	US	88532996	November 13, 2019	N/A	N/A	Class 42