

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascent Technologies Inc.		07/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5354725	ASCENT	
Serial Number:	87822217	ORGANIC AI	
Registration Number:	5969477	REGULATIONAI	
Serial Number:	88362338	INTAAS	
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:	919-838-2021		
Email:	asimpson@smithlaw.com		
Correspondent Name:	Alex Simpson		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	16113.045		
NAME OF SUBMITTER:	Alex Simpson		
SIGNATURE:	/s/ Alex Simpson		
DATE SIGNED:	07/29/2022		
Total Attachments: 6			

CH \$115.00 5354725

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 28, 2022, by and between SIGNATURE BANK (“Bank”) and ASCENT TECHNOLOGIES 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 January 7, 2020, as amended by that certain First Amendment to the Loan and Security Agreement dated as of September 29, 2020, and that certain Second 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.

Address of Grantor:
2045 W Grand Ave Ste B #69686
Chicago, Illinois 60612-1577
Attn: Chief Executive Officer

GRANTOR:

ASCENT TECHNOLOGIES INC.

By: 

Name: Chris Junker

Title: Treasurer

Address of Bank:

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

BANK:

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:
2045 W Grand Ave Ste B #69686
Chicago, Illinois 60612-1577
Attn: Chief Executive Officer

ASCENT TECHNOLOGIES INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

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

SIGNATURE BANK

By:  _____

Name: Jeffrey J. Lange

Title: MD Midwest Venture Banking
at Signature Bank New York

EXHIBIT A

Copyrights

None.

Exhibit A

EXHIBIT B

Patent Applications

Original Application (2015 Priority Date)

#	Number	Filing Date	Status	Title	MLB Ref.
1	62/167,146	5/27/2015	Converted To Full Utility Applications	Modularization and Taxonomy-based Classification of Regulatory Obligations and Qualitative Data	15537-3
2	15/097,176	4/12/2016	Pending	System And Interface For Viewing Modularized And Taxonomy-Based Classification Of Regulatory Obligations Qualitative Data	116044-5001-US
3	15/097,187	4/12/2016	Pending	System And Methods For Automatically Generating Regulatory Compliance Manual Using Modularized And Taxonomy-Based Classification Of Regulatory Obligations	116044-5002-US
4	15/097,194	4/12/2016	Pending	System And Methods For Generating A Regulatory Alert Index Using Modularized And Taxonomy-Based Classification Of Regulatory Obligations	116044-5003-US
5	15/097,205	4/12/2016	Pending	System And Methods For Generating Modularized And Taxonomy-Based Classification Of Regulatory Obligations	116044-5004-US

EXHIBIT C

Trademarks & Trademark Applications

U.S. Serial No.	Registration Number	Mark	Status	Docket/Ref. No.
87/446,439	5354725	ASCENT	Registered.	116044-0001
87/822,217	n/a	Organic AI	Abandoned	116044-0002
88/362,340	5969477	REGULATION AI	Moved to supp register 12/5/2019; Registered 1/21/2020	116044-0001
88/362,338	TBD	INTAAS	Abandoned	116044-0001

Exhibit C