

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807206

<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>
Codescan Enterprises, L.L.C.		05/28/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88631976	CODESCAN	
<b>Serial Number:</b>	88627691	{/CODE.SCAN}	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1976700 TM B		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	05/01/2023		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 28, 2021 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **CODESCAN ENTERPRISES, L.L.C.**, a Delaware limited liability company, ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of May 28, 2021 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including, without limitation, the registered Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including, without limitation, the registered Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

CODESCAN ENTERPRISES, L.L.C.,  
a Delaware limited liability corporation

By: *Venkata Datla*  
Name: *Venkata Datla*  
Title: *Chief Executive Officer*

Address for Notices:  
Attn: Vishnu Datla  
548 Market Street PMB 98272  
San Francisco, CA 94104-5401  
EMAIL: Vishnu@autorabit.com

**LENDER:**

WESTERN ALLIANCE BANK,  
an Arizona corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:  
Attn: Legal Department  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
EMAIL: brady.porter@bridgebank.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

COBESCAN ENTERPRISES, L.L.C.,  
a Delaware limited liability corporation

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

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

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

Address for Notices:  
Attn: Vishnu Datla  
548 Market Street PMB 98272  
San Francisco, CA 94104-5401  
EMAIL: Vishnu@autorabit.com

**LENDER:**

WESTERN ALLIANCE BANK,  
an Arizona corporation

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

Name: Rick Lamoreux \_\_\_\_\_

Title: Senior Director \_\_\_\_\_

Address for Notices:  
Attn: Legal Department  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
EMAIL: brady.porter@bridgebank.com

**EXHIBIT A**

**REGISTERED COPYRIGHTS**

Please Check if No Registered Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**

**REGISTERED TRADEMARKS**

Please Check if No Registered Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
CODESCAN		88631976		JULY 21, 2020
{/code.scan}		88627691		JUNE 16, 2020



