

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAX8, INC.		07/17/2023	Corporation: DELAWARE
PAX8 INTERNATIONAL, LLC		07/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC VENTURES USA INC.		
Street Address:	95 Washington Street		
Internal Address:	Floor 2		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4481730	PAX8	
Registration Number:	5413658	CLOUD WINGMAN	
Registration Number:	5567171	PAX8 STAX	
Serial Number:	97761348	PAX8	
Serial Number:	97716116	FEDERATED MARKETPLACE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/20/2023		

CH \$140.00 4481730

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of July 17, 2023, by and among HSBC VENTURES USA INC. (“Bank”), PAX8, INC., a Delaware corporation (“Parent”), PAX8 INTERNATIONAL, LLC, a Delaware limited liability company (“International”, and together with Parent, are referred to herein, individually and collectively, as the context requires, jointly and severally, as “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 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision

herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 12.02 of the Loan Agreement shall be incorporated herein, mutatis mutandis, as if set forth herein in full.

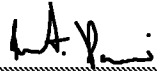
7. Choice of Law, Venue, and Jury Trial Waiver. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 11 of the Loan Agreement shall be incorporated herein, mutatis mutandis, as if set forth herein in full.

[Signature page follows.]

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:

PAX8, INC.


By _____
Puneet Pamnani (Jul 14, 2023 13:23 EDT)
Name: Puneet Pamnani
Title: Chief Financial Officer

PAX8 INTERNATIONAL, LLC

By _____
Name: Jefferson Keith
Title: Manager

BANK:

HSBC VENTURES USA INC.

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:


PAX8, INC.

By _____

Name: Puneet Pamnani

Title: Chief Financial Officer

PAX8 INTERNATIONAL, LLC

By  _____
Name: Jefferson Keith (Jul 14, 2023 11:18 MDT)

Name: Jefferson Keith

Title: Manager

BANK:

HSBC VENTURES USA INC.

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:

PAX8, INC.

By _____

Name:

Title:

PAX8 INTERNATIONAL, LLC

By _____

Name:

Title:

BANK:

HSBC VENTURES USA INC.



By Jack Mai (Jul 14, 2023 10:19 PDT)

Name: Jack Mai

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Owner

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
Method and system for matching IT providers with end customers through an online bidding process.	14/179425	2/12/2014	Pax8, Inc.
Distributed cloud disk service provisioning and management.	14/179389	2/12/2014	Pax8, Inc.
Real time recurring distributor billing for subscription products.	14/179415	2/12/2014	Pax8, Inc.
Scenario testing against production data for systems providing access management as a service.	17/893,759	8/23/2022	Pax8, Inc.
Security policy compliance verification and certification as a service leveraging systems providing access management as a service.	18/079,396	12/12/2022	Pax8, Inc.
Customer matchmaking for managed service providers as a service leveraging systems providing access management as a service.	18/108,652	2/12/2023	Pax8, Inc.
Error attribution for systems providing access management as a service.	18/114,142	2/24/2023	Pax8, Inc.
Third party interface for systems providing access management as a service	18/139,207	4/25/2023	Pax8, Inc.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
PAX8	US	4481730	2/11/2014	Pax8, Inc.
CLOUD WINGMAN	US	5413658	2/27/2018	Pax8, Inc.
PAX8 STAX	US	5567171	9/18/2018	Pax8, Inc.
PAX8 & Design	US	97/761348	1/19/2023	Pax8, Inc.
FEDERATED MARKETPLACE	US	97/716116	12/13/2022	Pax8, Inc.
PAX8	AU	2168731	4/20/2022	Pax8, Inc.
PAX8	CA	1653080/2176384	2/14/2022	Pax8, Inc.
PAX8	EU	1653080	2/14/2022	Pax8, Inc.
PAX8	MX	1653080/2474537	2/14/2022	Pax8, Inc.
PAX8	MX	1653080/2474538	2/14/2022	Pax8, Inc.
PAX8	NO	1653080	2/14/2022	Pax8, Inc.
PAX8	NZ	1653080/1206756	12/23/2022	Pax8, Inc.
PAX8	UK	1653080	9/23/2022	Pax8, Inc.
PAX8	WO	1653080	2/14/2022	Pax8, Inc.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Owner

None.