

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Side, Inc.		11/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	237 Park Avenue, Floor 06		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017-3140		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97537316	ASTON ROSE	
Serial Number:	97515384	COVE & KEY	
Serial Number:	97626305	JETSET	
Serial Number:	97225170	ALLUX	
Serial Number:	88382167	SIDE	
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:	7033826485		
Email:	DHall@vlpawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	11/07/2023		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 7, 2023 by and between JPMORGAN CHASE BANK, N.A. (“Lender”) and SIDE, INC. (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Credit Agreement by and between Lender and Grantor dated November 7, 2023 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of that certain Credit Agreement by and between Lender and Grantor dated November 7, 2023 (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Lender 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 Lender.

Grantor hereby authorizes Lender 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.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Credit Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

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

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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:

SIDE, INC.

By:  _____
DocuSigned by:
Carmine Napolitano
9436307039904A6...

Name: Carmine Napolitano

Title: Chief Financial Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Alec Pillar

Title: Authorized Officer

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:

SIDE, INC.

By: _____

Name: Carmine Napolitano

Title: Chief Financial Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: Alec Pillar

Name: Alec Pillar

Title: Authorized Officer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD FOR DOCUMENT TRANSFORMATION	18154583	01/13/2023
SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	17978034	10/31/2022
BLOCKCHAIN-BASED SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	11557011 16560973	01/17/2023 09/04/2019
BLOCKCHAIN-BASED SYSTEM AND METHOD FOR LISTING DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	11488269 17498513	11/01/2022 10/11/2021
MULTI-TIER BLOCKCHAIN-BASED SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	17751387	05/23/2022
SINGLE-TIER BLOCKCHAIN-BASED SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	17728755	04/25/2022
SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND COMPLIANCE	17683177	02/28/2022
MULTI-TIER BLOCKCHAIN-BASED SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	11341102 16560982	05/24/2022 09/04/2019
SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION	17577179	01/17/2022
SINGLE-TIER BLOCKCHAIN-BASED SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	11314699 16560988	04/26/2022 09/04/2019
SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND COMPLIANCE	11263395 16560964	03/01/2022 09/04/2019
BLOCKCHAIN-BASED SYSTEM AND METHOD FOR LISTING DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	17498513	10/11/2021
SINGLE-TIER BLOCKCHAIN-BASED SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND ACCOUNTABILITY VIA DIFFERENT NODE TYPES	11227350 16560984	01/18/2022 09/04/2019

BLOCKCHAIN-BASED SYSTEM AND METHOD FOR LISTING DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	11145017 16560976	10/12/2021 09/04/2019
SYSTEM AND METHOD FOR LISTING DOCUMENT TRANSFORMATION AND COMPLIANCE	16560966	09/04/2019
SYSTEM AND METHOD FOR PURCHASE DOCUMENT TRANSFORMATION AND COMPLIANCE	16560971	09/04/2019
BLOCKCHAIN-BASED SYSTEM AND METHOD FOR PURCHASE DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	16560980	09/04/2019
SYSTEM AND METHOD FOR DOCUMENT TRANSFORMATION AND ACCOUNTABILITY	18333387	06/12/2023
SYSTEMS, METHODS, AND DEVICES FOR USE OF ARTIFICIAL INTELLIGENCE ALGORITHM FOR ANALYZING AND PROCESSING RESIDENTIAL CLOSING DOCUMENTS	63507080	06/08/2023

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ASTON ROSE	97537316	08/05/2022
COVE & KEY	97515384	07/22/2022
JETSET	97626305	10/10/2022
ALLUX	97225170	01/18/2022
SIDE	88382167	04/11/2019
	5890327	10/22/2019

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE