

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699499

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900659111		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BITWISE INDUSTRIES, INC.		11/12/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GZ IMPACT FUND I, L.P.		
Street Address:	1324 15TH STREET		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5483618	BITWISE	
Registration Number:	5399344	HASHTAG	
Registration Number:	5578043	SHIFT3	
Registration Number:	5428574	SHIFT3	
Registration Number:	4792809	GEEKWISE ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	13032231100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Sarah K. Dewar		
Address Line 1:	410 SEVENTEENTH STREET, SUITE 2200		
Address Line 4:	DENVER, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	019753.0027		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	01/04/2022		

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by BITWISE INDUSTRIES, INC., a California corporation (the “**Grantor**”), in favor of GZ IMPACT FUND I, L.P., a Delaware limited partnership (collectively and together with their successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof, by and among BW Industries, Inc. (together with Subsidiary Guarantors) and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement, as amended.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) all Intellectual Property identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such copyrights, trademarks, and patents, as applicable; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. Grantor authorizes Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. Section 8.12 of the Credit Agreement is incorporated mutatis mutandis.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.

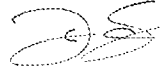
6. Notice. Section 8.3 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BITWISE INDUSTRIES, INC.,
a California corporation



By: 
Name: Jake A. Soberal
Title: President

SCHEDULE 1

Trademarks held by Bitwise Industries, Inc.

Registration No.	Title	Goods/Services	Country	Status	Application No.	Application Date	Reg Date
5483618	BIM/ISE	Incubation services, namely, providing access to business work space equipped with business equipment to start-ups and existing businesses in Class 35; and Commercial leasing of office space in Class 36	US	Registered		12/29/2016	6/5/2018
5399344	HASHTAG	Incubation services, namely, providing access to business work space equipped with business equipment to start-ups and existing businesses in Class 35	US	Registered		12/29/2016	2/13/2018

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Registration No.	Title	Goods/Services	Country	Status	Application No.	Application Date	Reg Date
5578043		software as a service (SAAS) services featuring software for customer relationship management, electronic messaging, geographical information mapping, and data collection, management, analysis, reporting, and storage; platform as a service (PAAS) featuring computer software platforms for customer relationship management, electronic messaging, geographical information mapping, and data collection, management, analysis, reporting, and storage in Class 42	US	Registered		12/29/2016	10/9/2018
5428574		Custom design and development of software; website design and development for others in Class 42	US	Registered		12/29/2016	3/20/2018
4792809	GEEKWISE ACADEMY	Education services, namely, providing classes in the field of computer programming and software development IN Class 41	US	Registered		12/2/2013	8/18/2015

TRADEMARK

REEL: 007516 FRAME: 0216

RECORDED: 11/29/2021