

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BITWISE INDUSTRIES, INC.		03/03/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GREENLINE CDF SUBFUND XXXVI LLC		
Street Address:	1324 15TH STREET		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: 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		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	03/03/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by the undersigned grantors (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of GREENLINE CDF SUBFUND XXXVI LLC, a Delaware limited liability company (collectively and together with their successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Junior Credit and Security Agreement, dated as of the date hereof, by and among (i) BW INDUSTRIES, INC., a Delaware corporation (the “**Borrower**”), (ii) the Subsidiary Guarantors party thereto from time to time, and (iii) the 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 Borrower 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, each Grantor has granted to the Lender, a security interest in all of such Grantor’s right, title, and interest in and to certain Collateral, including all of such Grantor’s copyrights, trademarks, and patents, as applicable, and each Grantor has agreed as a condition thereof to execute this IP Security Agreement with respect to each 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, each Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Each Grantor hereby grants to the Lender, a security interest in all of such 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 such 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. Each Grantor authorizes the 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.

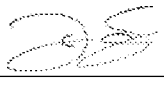
6. Notice. Section 8.3 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

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

GRANTORS:

BITWISE INDUSTRIES, INC.,
a California corporation

By: 
Name: Jake A. Soberal
Title: President

LENDER:

GREENLINE CDF SUBFUND XXXVI LLC,
a Delaware limited liability company

By: Greenline Community Development
Fund, LLC, its Managing Member

By: Greenline Community Ventures LLC,
its Managing Member

By DocuSigned by:
Andrew Walvoord

Name: Andrew T. Walvoord

Title: Vice President

SCHEDULE 1

Record Owner	Registration No.	Title	Goods/Services	Country	Status	Application No	Application Date	Reg Date
Bitwise Industries, Inc., a California corporation	5483618	BiWiSE	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
Bitwise Industries, Inc., a California corporation	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
Bitwise Industries, Inc., a California corporation	5578043	shfts	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	US	Registered		12/29/2016	10/9/2018

Record Owner	Registration No.	Title	Goods/Services	Country	Status	Application No	Application Date	Reg Date
Bitwise Industries, Inc., a California corporation	5428574	shfts	Custom design and development of software; website design and development for others in Class 42	US	Registered		12/29/2016	3/20/2018
Bitwise Industries, Inc., a California corporation	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