

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805446

| | | | |
|---|------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Modo Labs, Inc. | | 04/18/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SG Credit Partners, Inc. | | |
| Street Address: | 500 Newport Center Dr. | | |
| Internal Address: | Suite 580 | | |
| City: | Newport Beach | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92660 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5279308 | KUROGO | |
| Registration Number: | 5549617 | MODO CAMPUS | |
| Registration Number: | 5421486 | MODO WORKPLACE | |
| Serial Number: | 97597381 | MODO LABS | |
| Serial Number: | 97597095 | MODO | |
| Serial Number: | 97596972 | MODOLABS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Results-UCCTeam6@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 #92565412TF | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Samantha Alfano | | |
| SIGNATURE: | /Samantha Alfano/ | | |
| DATE SIGNED: | 04/24/2023 | | |

OP \$165.00 5279308

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Modo Labs, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 18, 2023

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SG Credit Partners, Inc.

Street Address: 500 Newport Center Dr., Suite 580

City: Newport Beach

State: California

Country: USA Zip: 92660

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See attached Schedule 1

B. Trademark Registration No.(s) _____

See attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Samantha Alfano

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY Zip: 10169

Phone Number: (212) 905-3646

Docket Number: _____

Email Address: salfano@otterbourg.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

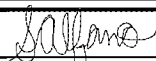
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

April 24, 2023

Date

Samantha Alfano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of April 18, 2023, by Modo Labs, Inc., a Delaware corporation ("Grantor") in favor of SG Credit Partners, Inc., a Delaware corporation ("Lender"):

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR

CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

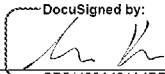
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.8 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MODO LABS, INC.

DocuSigned by:
By: 
Name: Sean Kae
Title: Chief Executive Officer

Agreed and Accepted
as of the date first written above:

SG CREDIT PARTNERS, INC.

DocuSigned by:
By: Marc Cole
Name: Marc Cole
Title: Chief Executive Officer

SCHEDULE 1

(a) Patents and Patent Licenses

| Grantor | Patent | Registration Date | Patent Number |
|-----------------|--|--------------------------|----------------------|
| Modo Labs, Inc. | System And Framework For Developing And Providing Middleware For Web-based And Native Applications | 10/19/2021 | US11153363B1 |
| Modo Labs, Inc. | User Interface Development Through Web Service Data Declarations | 06/25/2019 | US10331424B1 |
| Modo Labs, Inc. | SYSTEMS AND METHODS FOR DEVELOPING AND DELIVERING PLATFORM ADAPTIVE WEB AND NATIVE APPLICATION CONTENT | 02/05/2015 | US20150040098A1 |
| Modo Labs, Inc. | Systems and methods for developing and delivering platform adaptive web and native application content | 04/21/2015 | US9015657B2 |
| Modo Labs, Inc. | System and framework for developing and providing middleware for web-based and native applications | 06/21/2022 | US11368513B1 |

(b) Trademarks and Trademark Licenses

| Grantor | Trademark | Application/Registration Date | Application/Registration Number |
|-----------------|------------------|--------------------------------------|--|
| Modo Labs, Inc. | KUROGO | 09/05/2017 | 5279308 |
| Modo Labs, Inc. | MODO CAMPUS | 08/28/2018 | 5549617 |
| Modo Labs, Inc. | MODO WORKPLACE | 03/13/2018 | 5421486 |
| Modo Labs, Inc. | MODO LABS | 09/19/2022 | 97597381 |

| | | | |
|-----------------|----------|------------|---------------------|
| Modo Labs, Inc. | Modo | 09/19/2022 | 97597095 |
| Modo Labs, Inc. | ModoLabs | 09/19/2022 | 97596972 |
| Modo Labs, Inc. | MyCircle | | |
| Modo Labs, Inc. | Modo | 02/03/2017 | 1823840 (Australia) |
| Modo Labs, Inc. | Modo | 02/01/2017 | 016309321 (EU) |
| Modo Labs, Inc. | Modo | 02/09/2017 | 1822753 (Canada) |
| Modo Labs, Inc. | KUROGO | 12/30/2016 | 1817844 (Canada) |

(c) Copyrights and Copyright Licenses

| Grantor | Copyright | Registration Date | Registration Number |
|---------|-----------|-------------------|---------------------|
| N/A | | | |
| | | | |