

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is dated **January 2, 2026**, and is between **C&I SAMPLE LLC, a California limited liability company ("Debtor")**, and **LOANDOC SOLUTIONS, a California corporation ("Secured Party")**. This Agreement is executed by Debtor for the purpose of inducing Secured Party to make a loan to Debtor in the principal sum of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (US \$100,000.00)** (the "**Loan**"), as set forth in the Loan Agreement of even date herewith between Debtor and Secured Party, as such agreement may be amended from time to time ("the **Loan Agreement**"). Pursuant to the Loan Agreement, Secured Party has made the Loan to Debtor.

As a condition precedent to the making of the Loan by Secured Party under the Loan Agreement, Debtor has executed and delivered to Secured Party that certain Security Agreement of even date herewith between Debtor and Secured Party, as such agreement may be amended from time to time (the "**Security Agreement**"). Any capitalized term not specifically defined herein shall have the meaning given to such term in the Security Agreement.

Under the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, certain intellectual property of Debtor, and has agreed to execute and deliver this Intellectual Property Security Agreement in conjunction with and as a supplement to the Security Agreement.

In consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Grant of Security Interest. Debtor hereby grants to Secured Party and each of Secured Party's successors, endorsees, and permitted assignees a continuing security interest in all of Debtor's right, title, and interest in, to and under the assets of Debtor wherever located, whether such asset or right, title or interest therein or thereto is now owned or existing or hereafter acquired or arising, to all of the following (collectively referred to as the "**Intellectual Property Collateral**"):

A.1. All intellectual properties and rights of whatever nature now existing or hereafter created or acquired and all applications therefor and registrations and recordings thereof in the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency of the United States, any state thereof or any other country or political subdivision thereof, including, but not limited to, all the following:

(a) all trademarks, trademark registrations and trademark applications, including, without limitation, common law and other statutory trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, uniform resource locations (URLs), domain names, proprietary product names or descriptions, designs, slogans, labels, trade styles, and any other indicia of origin and general intangibles of like nature, including, without limitation, those set forth on **Schedule 1.A** attached hereto, and the goodwill associated with or symbolized by the foregoing (collectively, the "**Trademarks**");

(b) all copyrights, copyright registrations and copyright applications in any original work of authorship or derivative work thereof, fixed in any tangible medium of expression, now known or later developed, whether published or unpublished, registered or unregistered, including, without limitation, those set forth on **Schedule 1.B** attached hereto, and the goodwill associated with or symbolized by the foregoing (collectively, the "**Copyrights**");

(c) all patents and patent applications, including, without limitation, those set forth on **Schedule 1.C** attached hereto and the inventions and improvements described and claimed therein, and the goodwill associated with or symbolized by the foregoing (collectively, the "**Patents**");

(d) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part of any or all Trademarks, Copyrights, or Patents; all income, royalties, damages, and payments now or hereafter due and/or payable with respect to any Trademarks, Copyrights, or Patents, including, without limitation, damages and payments for past or future infringement, misappropriation, or dilution thereof; all rights (but not any obligation) to sue for past, present, and future infringement, misappropriation or dilution of any Trademarks, Copyrights, or Patents or to bring interference or unfair competition proceedings with respect thereto; and all rights corresponding to any Trademarks, Copyrights, or Patents throughout the world; and

(e) all other proprietary rights and confidential information, technology, processes, trade secrets, computer programs, source codes, software, customer lists, sales literature and catalogues, license rights and agreements, customer lists, price lists, subscriber information, operating methods and manuals, unpatented inventions, know-how and the like, formulae, goodwill, and all applications and registrations relating to any of the foregoing, now existing or hereafter arising; and

A.2. All proceeds and products of any of the foregoing, in any form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and, to the extent not otherwise included, any of the foregoing owned by Debtor or in which Debtor has any interest or which are in transit by mail or carrier to or in the possession of any third party acting on behalf of Secured Party, and all (i) payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Intellectual Property Collateral and (ii) cash

B. Recordation. Upon request by Secured Party, Debtor authorizes the Commissioner for Trademarks, and/or any other government official to record and register a notice of grant in form and substance reasonably satisfactory to Lender.

C. Additional Representations and Warranties of Debtor related to Intellectual Property Collateral. Debtor hereby represents and warrants to Secured Party that Schedule 1 (as it may be updated from time to time by delivery of written notice to Secured Party) lists all the Intellectual Property Collateral that is registered or subject of an application for registration with the United States Patent and Trademark Office, the United States Copyright Office or equivalent governmental authority in any other jurisdiction outside of the United States, in each case owned by Debtor in its own name as of the date hereof. Except as set forth in Schedule 1, on the date hereof, Debtor is the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Debtor to its customers, suppliers, resellers or distributors in the ordinary course of business and Permitted Liens. All officers, employees and consultants of Debtor who have access to proprietary information have executed and delivered to Debtor an agreement regarding the protection of proprietary information, and the assignment to or ownership by Debtor, of all Intellectual Property Collateral arising from the services performed for Debtor by such Persons. To the knowledge of Debtor, no current or prior officer, employee or consultant of Debtor has claimed in writing, and Debtor has no knowledge of any grounds to assert a claim to, or any ownership interest in, any Intellectual Property Collateral as a result of having been involved in the development of such property while employed by or consulting to Debtor or otherwise.

D. Additional Affirmative Covenants related to Intellectual Property Collateral. Debtor covenants that until such time as all the Secured Obligations are indefeasibly paid or satisfied in full, unless Secured Party shall otherwise consent in writing: (i) Debtor (either itself or through licensees) shall (a) continue to use each Trademark to maintain such Trademark in full force free from any claim of abandonment for non-use, (b) maintain as in the past the quality of products and services offered under each such Trademark, (c) use commercially reasonable efforts to use each such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, and (d) not adopt or use any mark which is confusingly similar or a colorable imitation of any such Trademark unless Lender shall obtain, to the extent available, a perfected security interest in such mark pursuant to this Agreement. (ii) Following the creation or other acquisition of any Intellectual Property Collateral owned by Debtor after the date hereof that is registered or becomes registered or the subject of an application for registration with the United States Patent and Trademark Office, the United States Copyright Office or equivalent governmental authority in any other jurisdiction outside of the United States, as applicable, Debtor shall modify, within forty-five (45) days, this Agreement by amending Schedule 1 to include any Intellectual Property Collateral that becomes part of the Pledged Collateral and that was not included on Schedule 1 as of the date hereof and record an amendment to the notice of grant and/or other relevant filing or otherwise include any such Intellectual Property Collateral in a recorded amendment in favor of Secured Party with the United States Patent and Trademark Office and/or the

United States Copyright Office, as applicable, and take such other action Secured Party may reasonably request, to perfect Secured Party's security interest in such Intellectual Property Collateral.

E. Additional Negative Covenants related to Intellectual Property Collateral. Debtor covenants that until such time as all the Secured Obligations are indefeasibly paid or satisfied in full, without the prior written consent of Secured Party:

- (i) Debtor shall not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark unless Lender shall obtain, to the extent available, a perfected security interest in such mark pursuant to this Agreement.
- (ii) Debtor shall not (and shall not permit any of its licensees or sublicensee thereof to) do any act or omit to do any act whereby any of the Trademarks, Copyrights or Patents may become invalidated or otherwise impaired, forfeited, abandoned or dedicated to the public, as applicable.
- (iii) Debtor shall not (and shall not permit any of its licensees or sublicensee thereof to) use any Intellectual Property Collateral to infringe the intellectual property rights of any other Person.
- (iv) Debtor shall cause all officers, employees and consultants of Debtor who have access to proprietary information and develop, invent program or design any Intellectual Property Collateral on behalf of Debtor to execute and deliver to Debtor an agreement regarding the protection of proprietary information, and the assignment to or ownership by Debtor of all Intellectual Property Collateral arising from the services performed for Debtor by such Persons.
- (v) Debtor shall notify Secured Party promptly if it knows that any application or registration relating to any Intellectual Property Collateral may become forfeited, abandoned, dedicated to the public or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding Debtor's ownership of, or the validity of, any such Intellectual Property Collateral or Debtor's right to register the same or to own and maintain the same.
- (vi) Whenever Debtor, either by itself or through any agent, employee, or designee, shall file an application for the registration of any Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in any other country or political subdivision thereof, Debtor shall report (i) the initial application to and (ii) the corresponding grant, if any, of the Patent or Trademark from the United States Patent and Trademark Office to Lender, each within forty-five (45) days after the last day of the fiscal quarter in which such filing or grant, as applicable, occurs. Whenever Debtor, either by itself or through any agent, employee, or designee, shall file an application for the registration of any Copyright with the United States Copyright Office, Debtor shall report the filing of the initial application to Lender not less than thirty (30) days following such filing. Upon request of Secured Party, other than in respect of intent-to-use trademark or service mark applications, Debtor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence Secured Party's security interest in any Trademark, Copyright, Patent and the goodwill and general intangibles of Debtor relating thereto or represented thereby.
- (vii) Debtor will take commercially reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Intellectual Property Collateral, including filing of applications for renewal, affidavits of use and affidavits of incontestability.
- (viii) In the event that Debtor becomes aware that any Intellectual Property Collateral is infringed, misappropriated or diluted by a third party that is material to the business of Borrower, Borrower shall take such actions as appropriate under the circumstances to protect such Intellectual Property Collateral.

F. Intellectual Property License. Solely for the purpose of enabling Secured Party to exercise rights and remedies under this section F after the occurrence and during the continuance of an Event of Default, Debtor hereby grants to Secured Party an irrevocable, non-exclusive, worldwide license (exercisable without payment of royalty or other compensation to Debtor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of Debtor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property Collateral in the Pledged Collateral that, and to the extent, Debtor has any right, title or interest, now owned or hereafter acquired by Debtor following such time.

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

H. Miscellaneous

H.1. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

H.2. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with, and be governed by, the laws of the Governing Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought in the Governing Jurisdiction, and each party hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on a party anywhere in the world.

Each of the parties hereto has caused this Agreement to be executed and delivered as of the date first set forth above.

SIGNATURE(S) CONTINUED ON FOLLOWING PAGE(S)

DEBTOR:
C&I SAMPLE LLC,
a California limited liability company

By: _____
JANE SAMPLE,
Managing Member

SECURED PARTY:
LOANDOC SOLUTIONS,
a California corporation

By: _____
Name: _____
Title: _____

SAMPLE

SCHEDULE 1

INTELLECTUAL PROPERTY COLLATERAL

Schedule 1.A

TRADEMARKS

Registered Trademarks

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
abc	California	12345	November 3, 2025	intellectual prop owner name

Pending Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]
NONE					

Schedule 1.B

COPYRIGHTS

Registered Copyrights

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
NONE				

Pending Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]
NONE				

Schedule 1.C

PATENTS

Issued Patents

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]
NONE				

Pending Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]
NONE				

SAMPLE