

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCIALCHORUS, INC.		07/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	Suite 300-8 King Street East		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	MSC 1B5		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88081721	SOCIALCHORUS	
Serial Number:	88081734	SOCIALCHORUS	
Registration Number:	4256603	SOCIALCHORUS	
Registration Number:	4285127	SOCIALCHORUS	
Serial Number:	87686243	1ST UP	
CORRESPONDENCE DATA			
Fax Number:	4153918269		
<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:	415-543-8700		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Nicholas Doran		
Address Line 1:	101 Second Street, Suite 1800		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Nicholas Doran		
SIGNATURE:	/Nicholas Doran/		
DATE SIGNED:	07/25/2019		
Total Attachments: 3			
source=IP Security Agreement SOCIALCHORUS (INC) v2 2019-07-25.docx#page1.tif			

OP \$140.00 88081721

IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT, dated as of July 23, 2019, is made by SOCIALCHORUS, INC. (the "**Grantor**"), in favor of ESPRESSO CAPITAL LTD. (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to the Credit Facility Agreement dated as of July 23, 2019 (as the same may be amended, modified, restated or replaced from time to time, the "**Credit Agreement**") by the Grantor and the Lender, the Lender has agreed to make Advances (as defined in the Credit Agreement) to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Security Agreement (made with effect •, 2019, as the same may be amended, modified, restated or replaced from time to time, the "**Security Agreement**") by the Grantor and the Lender, pursuant to which the Grantor is required to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make Advances to the Grantor thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Patent Collateral**"):

(a) all of its patents and all intellectual property licenses providing for the grant by or to such Grantor of any right under any patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent Collateral and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SOCIALCHORUS, INC., as Grantor

DocuSigned by:
Gary Nakamura
By _____
C1E8A7EAF164F5
Gary Nakamura, CEO

ACCEPTED AND AGREED
as of the date first above written:

ESPRESSO CAPITAL LTD., as Lender

DocuSigned by:
[Signature]
By _____
649DBDA2A61B4AB
Enio Lazzar, CFO & COO

**Schedule I
To IP Security Agreement**

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
SocialChorus-Australia- Classes 9, 42	IR 1458805	Pending
SocialChorus- Australia- Classes35, 42	IR 1121020	3/11/2012
SocialChorus - Canada	IR 1121020	3/11/2012
SocialChorus – China- Classes 35, 42	IR 1121020	3/11/2012
SocialChorus – EU – Classes 35, 42	IR 1121020	3/11/2012
SocialChorus – EU- Classes 9, 42	IR 1458805	Pending
SocialChorus - Japan – Classes 35, 42	IR 1121020	3/11/2012
SocialChorus – Japan – Classes 9, 42	IR 1458805	Pending
SocialChorus - Mexico - Class 9	1336672	12/11/2012
SocialChorus - Mexico - Class 35	1440002	2/5/2013
SocialChorus - Mexico - Class 42	1334425	3/11/2012
SocialChorus - USA - Class 9	88081721	Pending
SocialChorus - USA - Class 42	88081734	Pending
SocialChorus – USA- Class 35	4,256,603	12/11/2013
SocialChorus - USA - Class 42	4,285,127	7/17/2012
SocialChorus - WIPO	IR 1121020	3/11/2012
SocialChorus – WIPO	IR 1458805	Pending
First Up – US- Classes 9, 42	87686243	Pending
First Up – WIPO – Classes 9, 42	IR 017898408	Pending