

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLLAB, INC.		09/03/2019	Corporation:
RECEIVING PARTY DATA			
Name:	FPP FINANCE LLC		
Street Address:	8201 Beverly Blvd Suite 600		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5211863	COLLAB	
Registration Number:	5415333	COLLAB	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3106519200		
Email:	darny@gofastpay.com		
Correspondent Name:	Darny Sy		
Address Line 1:	8201 Beverly Blvd Suite 600		
Address Line 4:	Los Angeles, CALIFORNIA 90048		
NAME OF SUBMITTER:	Darny Sy		
SIGNATURE:	/s/Darny Sy		
DATE SIGNED:	09/05/2019		
Total Attachments: 6			
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OP \$65.00 5211863

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

Sep 3, 2019

COLLAB, INC., a Delaware corporation (“Debtor”), hereby acknowledges that it has granted to FPP Finance LLC, a Delaware limited liability company (“Secured Party”), a security interest in and to all of such Debtor’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor (other than intent to use trademark applications to the extent excluded in the Loan Agreement (as defined below)) which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by such Debtor (the “Trademarks”), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the “Patents”), and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the “Copyrights”), and all actions for infringement concerning each of the foregoing.

Unless and until an Event of Default (as defined in the Loan Agreement) exists, Debtor shall retain the legal and equitable title to the Trademarks, Patents, and Copyrights, and shall have the right to use and register the Trademarks, Patents, and Copyrights, as applicable, in the Ordinary Course of Business of Debtor. The terms and conditions of the aforementioned security interest are contained in that certain Financing and Security Agreement dated as of [INSERT DATE] (the “Loan Agreement”), between Debtor and the Secured Party, as security for the Obligations under and as set forth in the Loan Agreement and other agreements referred to therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Loan Agreement or otherwise.

[Remainder of Page Intentionally Blank]

[Signature Page to Follow]

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

DEBTOR:

COLLAB, INC.

Signature: Tyler McFadden
Tyler McFadden (Sep 8, 2019)

By: **Email:** tyler@collab.inc

Name: Tyler McFadden

Title: CEO

EXHIBIT A
TRADEMARKS

TRADEMARKS OR TRADEMARK APPLICATIONS

<u>Registration # (or Application #) and Date</u>	<u>Mark</u>	<u>Owner of Record</u>	<u>Country</u>
5211863 3/22/2016	Collab	Collab, Inc.	USA
5415333 3/22/2016	Collab	Collab, Inc.	USA

Exhibit A

TRADEMARK
REEL: 006737 FRAME: 0399

EXHIBIT B
PATENTS

PATENTS AND PATENT APPLICATIONS

<u>Registration # (or Application #) and Date</u>	<u>Title</u>	<u>Owner of Record</u>	<u>Country</u>
None			

EXHIBIT C
COPYRIGHTS

COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Registration # (or Application #) and Date</u>	<u>Copyright</u>	<u>Owner of Record</u>	<u>Country</u>
None			

Exhibit C

TRADEMARK
REEL: 006737 FRAME: 0401

Collab, Inc. - IP Memo (September 2019)

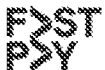
Final Audit Report

2019-09-03

Created:	2019-09-03
By:	Secil Baysal (legal@fastpaypartners.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2fwne7wX_fqDT8XECFY3BoP9CsFFicHf

"Collab, Inc. - IP Memo (September 2019)" History

-  Web Form created by Secil Baysal (legal@fastpaypartners.com)
2019-09-03 - 6:41:01 PM GMT
-  Web Form filled in by Tyler McFadden (tyler@collab.inc)
2019-09-03 - 11:17:24 PM GMT- IP address: 162.219.202.45
-  Document emailed to Tyler McFadden (tyler@collab.inc) for signature
2019-09-03 - 11:17:26 PM GMT
-  Email viewed by Tyler McFadden (tyler@collab.inc)
2019-09-03 - 11:25:32 PM GMT- IP address: 66.249.84.42
-  E-signature verified by Tyler McFadden (tyler@collab.inc)
2019-09-03 - 11:25:35 PM GMT- IP address: 162.219.202.45
-  Signed document emailed to Secil Baysal (legal@fastpaypartners.com) and Tyler McFadden (tyler@collab.inc)
2019-09-03 - 11:25:35 PM GMT



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TRADEMARK

RECORDED: 09/05/2019

REEL: 006737 FRAME: 0402