

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542273

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|---|---------------------------------|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ZIPONGO, INC. | | 09/19/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ESPRESSO CAPITAL LTD. | | |
| Street Address: | Suite 300-8 King Street East | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5C 1B5 | | |
| Entity Type: | Limited Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5021321 | ZIPONGO | |
| Serial Number: | 86482563 | EATING WELL MADE SIMPLE | |
| 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: | WILLIAM S. VEATCH | | |
| Address Line 1: | 101 SECOND STREET, SUITE 1800 | | |
| Address Line 2: | REED SMITH, LLP | | |
| Address Line 4: | SAN FRANCISCO, CALIFORNIA 94105 | | |
| NAME OF SUBMITTER: | WILLIAM S. VEATCH | | |
| SIGNATURE: | /WILLIAM S. VEATCH/ | | |
| DATE SIGNED: | 09/24/2019 | | |
| Total Attachments: 4 | | | |
| source=IP Security Agreement ZIPONGO 2019-09-19#page1.tif | | | |
| source=IP Security Agreement ZIPONGO 2019-09-19#page2.tif | | | |
| source=IP Security Agreement ZIPONGO 2019-09-19#page3.tif | | | |
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OP \$65.00 5021321

IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT, dated as of September 19, 2019 is made by ZIPONGO, INC. (the "**Grantor**"), in favor of ESPRESSO CAPITAL LTD. (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to the Credit Facility Agreement dated September 19, 2019 (as the same may be modified 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 (the "**Security Agreement**") 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 "**IP 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

(c) all of its trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 2 hereto;

(d) all renewals and extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each such trademarks; and

(f) 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 IP 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 IP 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,

ZIPONGO, INC., as Grantor

DocuSigned by:
Jason M. Langheier
By _____
41513E91D40D408...
Jason Langheier, CEO

ACCEPTED AND AGREED as of the date first above written:

ESPRESSO CAPITAL LTD., as Lender

DocuSigned by:
[Signature]
By _____
649DEDAZAB1B4AB...
Enio Lazzar, CFO

**Schedule 1
to IP Security Agreement**

PATENT REGISTRATIONS AND APPLICATIONS

| Patent Title: | Filing Date: | USPTO Type | Application No: |
|--|---------------------|-------------------|------------------------|
| System and method for automated personalized and community-specific eating and activity planning, linked to tracking with automated multimodal item identification and size estimation | 5/12/2011 | Non-Provisional | 13/106,845 |
| Passive Tracking and Prediction of Food Consumption | 10/14/2014 | Non-Provisional | 14/514,287 |

| EPO Patent: | Priority Date: | Application No: | Status: |
|--|-----------------------|------------------------|----------------|
| System and method for automated personalized and community-specific eating and activity planning | 5-12-2010 | 11781321.2 | Pending |

**Schedule 2
to IP Security Agreement**

TRADEMARK REGISTRATIONS AND PENDING

Trademark - Registered:

Zipongo

First Use:

7/62011

USPTO Type

TM – Specialized Style

Registration No:

5,021,321

Trademark - Pending:

Eating Well Made Simple
FoodScripts

Filing Date:

12/16/2014

USPTO Type:

TM – Specialized Style

US Serial Number:

86482563