

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURE CHAT, INC.		04/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King S. West, Suite 5702		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4835281	PURE CHAT	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569-138		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	04/14/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 14, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and PURE CHAT, INC., a Delaware corporation (“**Grantor**”).

A. Bank, RUBY RECEPTIONISTS, INC., a Delaware corporation (“**Borrower Representative**”), and each Person party thereto as a borrower from time to time (together with Borrower Representative, collectively, “**Borrowers**”, and each, a “**Borrower**”) have entered into a Loan and Security Agreement, dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Borrowers and Bank propose to enter into that certain Second Amendment, Waiver and Consent to Loan and Security Agreement dated as of the date hereof (the “**Amendment**”), and the execution and delivery of a Secured Guaranty, dated as of the date hereof, by Grantor in favor of Bank, and this Agreement are each a condition to the effectiveness of the Amendment. Defined terms used herein without definition shall have the meanings set forth in the Guaranty.

B. The Guaranteed Obligations are secured by the Collateral, as defined in the Guaranty, including without limitation, all of Grantor’s Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Guaranteed Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o Ruby Receptionists, Inc.
805 SW Broadway, Suite 900
Portland, OR 97205
Attention: Financial Officer

GRANTOR:

PURE CHAT, INC

By: Katherine Winkler
Name: Katherine Winkler
Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Adam Weiers, Caroline Tkatschow

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Mark Usher
Name: Mark Usher
Title: Managing Director, Authorized Signatory CIBC
Innovation Banking

By: A Weiers
Name: Adam Weiers
Title: Director, Authorized Signatory CIBC Innovation
Banking

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Pure Chat, Inc.	<i>PURE CHAT</i>	4835281	10/20/2015