

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/26/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Tealbook Inc.		
Street Address:	38 Camden Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	MSN 1V1		
Entity Type:	Corporation: CANADA		
Name:	Tealbook (USA) Inc.		
Street Address:	38 Camden Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	MSN 1V1		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4992930	TEALBOARD	
Registration Number:	4992933	VET	
CORRESPONDENCE DATA			
Fax Number:	3146127837		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Lewis Rice LLC		
Address Line 1:	600 Washington Avenue, Suite 2500		
Address Line 2:	Box IP Department		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Chris Volz		

OP \$65.00 4992930

SIGNATURE:	/Chris Volz/
DATE SIGNED:	06/05/2020
Total Attachments: 8 source=Security Agreement (Silicon Valley-Tealbook)#page1.tif source=Security Agreement (Silicon Valley-Tealbook)#page2.tif source=Security Agreement (Silicon Valley-Tealbook)#page3.tif source=Security Agreement (Silicon Valley-Tealbook)#page4.tif source=Security Agreement (Silicon Valley-Tealbook)#page5.tif source=Security Agreement (Silicon Valley-Tealbook)#page6.tif source=Security Agreement (Silicon Valley-Tealbook)#page7.tif source=Security Agreement (Silicon Valley-Tealbook)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 26, 2020 by and between (I) **SILICON VALLEY BANK**, a California banking corporation and an authorized foreign bank under the Bank Act (Canada) (“**Bank**”) and (II) **TEALBOOK INC.**, a corporation formed under the laws of the Province of Ontario (“**Canadian Grantor**”) and **TEALBOOK (USA) INC.**, a corporation formed under the laws of the State of Delaware (together with Canadian Grantor, jointly and severally, singly and collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor dated on or about the date hereof, as amended (as same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

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

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

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format, including with limitation DocuSign, PDF and TIF formats, shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the

laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TEALBOOK INC.

By Stephany Lapierre

Name: Stephany Lapierre

Title: CEO

TEALBOOK (USA) INC.

By Stephany Lapierre

Name: Stephany Lapierre

Title: CEO

BANK:

SILICON VALLEY BANK

By Mark Kiyonaga

Name: Mark Kiyonaga

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application/ <u>Number</u>	Registration/ Application/ <u>Date</u>
Nil.		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>UK - COMPUTER-BASED SUPPLIER KNOWLEDGE MANAGEMENT SYSTEM AND METHOD</u>	<u>62/325029</u>	<u>April 20, 2016</u>
<u>US - COMPUTER-BASED SUPPLIER KNOWLEDGE MANAGEMENT SYSTEM AND METHOD</u>	<u>16/095046</u>	<u>April 20, 2017</u>
<u>PCT - COMPUTER-BASED SUPPLIER KNOWLEDGE MANAGEMENT SYSTEM AND METHOD</u>	<u>PCT/IB2017/052286</u>	<u>April 20, 2017</u>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TEALBOARD - Computer services, namely, providing a web site that organizes social media feeds for customers and facilitates customer searching for vendors; Computer services, namely, providing search engines for obtaining and organizing vendor information from social media feeds for customers, in Int'l Class 042	Reg. 4992930	c.2016
VET - Computer Services, namely, providing a web site that facilitates customer selections of suppliers and vendors, in Int'l Class 042)	Reg. 4992933	c.2016
Tealbook	8148139	Canada - Feb 12, 2020
Tealbook	4820975	USA - Sep 29, 2015
Trusted Source of Supplier Data	2007820	Canada - Jan 23, 2020
Trusted Source of Supplier Data	88778740	USA Jan 30, 2020

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application/ <u>Number</u>	Registration/ Application/ <u>Date</u>
Nil.		

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