

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601391

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PopReach Incorporated		10/02/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NOVA SCOTIA		
<b>Street Address:</b>	4715 Tahoe Boulevard		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4W 0B4		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88478328	ZOO WORLD	
<b>Serial Number:</b>	86792661	BAKERY BLITZ	
<b>Serial Number:</b>	86484569	KITCHEN SCRAMBLE	
<b>Serial Number:</b>	85905167	BINGO BLINGO	
<b>Serial Number:</b>	85904432	WAR OF NATIONS	
<b>Serial Number:</b>	85864569	LUCKY SLOTS	
<b>Serial Number:</b>	85864586	LUCKY SLOTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3017624056		
<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>			
<b>Phone:</b>	3014243640		
<b>Email:</b>	efile@usiplaw.com		
<b>Correspondent Name:</b>	Anna W. Manville		
<b>Address Line 1:</b>	9801 Washingtonian Blvd Suite 750		
<b>Address Line 2:</b>	Edell, Shapiro & Finnan, LLC		
<b>Address Line 4:</b>	Gaithersburg, MARYLAND 20878		
<b>ATTORNEY DOCKET NUMBER:</b>	0734		
<b>NAME OF SUBMITTER:</b>	Anna W. Manville		
<b>SIGNATURE:</b>	/anna w manville/		

OP \$190.00 88478328

**DATE SIGNED:**

10/06/2020

**Total Attachments: 16**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of October 2nd, 2020, is made by POPREACH INCORPORATED, a corporation existing under the laws of Ontario (together with its successors and permitted assigns, the “**Grantor**”), in favour of THE BANK OF NOVA SCOTIA as Lender (as defined below).

WHEREAS pursuant to a commitment letter made as of September 18, 2020 between the Grantor, as borrower, PopReach Corporation, as guarantor, and The Bank of Nova Scotia, as lender (the “**Lender**”) and the Terms and Conditions Sheet, Schedule A, Schedule B, Schedule C, Schedule D and Schedule E attached thereto (collectively, as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Commitment Letter**”) the Lender has required the Grantor, *inter alia*, to enter into this IP Security Agreement with the Lender. Terms defined in the Commitment Letter and not otherwise defined herein have the meanings specified in the Commitment Letter.

AND WHEREAS, under the terms of the general security agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GSA**”), the Grantor has granted to the Lender a security interest in, among other property, any and all intellectual and industrial property, whether recorded or not and regardless of form or method of recording, including all works in which copyright subsists or may subsist (such as computer software), data bases (whether or not protected by copyright), designs, documentation, manuals, specifications, industrial designs, trade secrets, confidential information, ideas, concepts, knowhow, patents, trademarks, service marks, trade names, domain names, discoveries, inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, improvements and modifications, integrated circuit topographies and mask works of the Grantor, together with all applications for the foregoing items and all registrations and patents based on such applications (the “**Intellectual Property**”), and the Grantor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and similar intellectual property offices in any other jurisdiction (each, an “**IP Office**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to all the Intellectual Property, whether now owned, licensed or hereafter acquired, including, but not limited to, the following:

- (a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the related marks and goodwill symbolized thereby (the “**Trademarks**”);

- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);
- (d) all industrial designs and industrial design registrations set forth in Schedule D hereto (the “**Industrial Designs**”);
- (e) all domain names set forth in Schedule E hereto (the “**Domain Names**”);
- (f) all reissues, divisions, continuations, continuations-in-part, extensions, patents of addition, certificates of correction, substitutions, renewals, reexaminations, foreign counterparts and foreign equivalents of any of the foregoing, as applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (g) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;
- (h) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the collateral of or arising from any of the foregoing; and
- (i) any and all of the foregoing that has been licensed to the Grantor by a third party.

SECTION 2. Security for Obligations. The grant of a security interest in the Intellectual Property by the Grantor under this IP Security Agreement secures the due and timely payment and performance by the Grantor of all Obligations (as defined in the GSA), including but not limited to, obligations owing by the Grantor to the Lender in connection with the Commitment Letter and the other Credit Documents.

SECTION 3. Representations, Warranties and Covenants.

- (a) A true and complete listing of all Patents, Trademarks, Copyrights, Industrial Designs and Domain Names owned or controlled by the Grantor or licensed to the Grantor is set forth respectively, on Schedules A, B, C, D and E hereto, separately identifying, as applicable, that owned and licensed to the Grantor and including for each of the foregoing items (1) the owner, (2) the title, (3) the jurisdiction in which such item has been registered or otherwise arises or in which an application for registration has been filed, (4) as applicable, the registration or application number and registration or application date and (5) any licenses (“**IP Licenses**”) or other rights (including franchises) granted by a third party to the Grantor or granted by the Grantor to a third party with respect thereto.

Notwithstanding the following trademarks: LUCKY SLOTS registration number 4504218 and LUCKY SLOTS registration number 4424881 (collectively, the “**Lucky Slots Trademarks**”), are registered with the United States Patent and Trademark Office under the Grantor’s name, the Grantor represents and warrants to the Lender that the Grantor does not beneficially or legally own any right, title or interest in any of the Lucky Slots Trademarks and such Lucky Slot Trademarks have been erroneously recorded with the United States Patent and Trademark Office under the Grantor’s name.

(b) As of the date hereof, all Intellectual Property owned by the Grantor is valid, in full force and effect, subsisting, unexpired and enforceable, and no Intellectual Property has been abandoned. No breach or default of any IP License shall be caused by any of the following, and none of the following shall limit or impair the ownership, use, validity or enforceability of, or any rights of the Grantor in, any Intellectual Property: (i) the consummation of the transactions contemplated by any Credit Document or (ii) any holding, decision, judgment or order rendered by any governmental authority. There are no pending (or, to the knowledge of the Grantor, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes challenging the ownership, use, validity, enforceability of, or the Grantor’s rights in, any Intellectual Property of the Grantor. To the Grantor’s knowledge, there is not, nor has been, any infringement, misappropriation, dilution, violation or other impairment of any Intellectual Property of the Grantor. None of the Grantor, or to the Grantor’s knowledge, any other party thereto, is in material breach or default of any IP License.

(c) The Grantor shall provide prompt notice to the Lender if any Intellectual Property owned by it as of the date hereof or acquired hereafter from time to time is registered with any IP Office, concurrently with updated Schedules A, B, C, D or E to this IP Security Agreement, as applicable, for recording with each applicable IP Office.

(d) The Grantor shall (and shall cause all its licensees to) (i) (1) continue to use each Trademark in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, (3) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (4) not adopt or use any other Trademark that is confusingly similar or a colorable imitation of such Trademark unless the Lender shall obtain a perfected security interest in such other Trademark pursuant to this IP Security Agreement and (ii) not do any act or omit to do any act whereby (x) such Trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way, (y) any portion of the Copyrights may become invalidated, otherwise impaired or fall into the public domain, or (z) any Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public.

(e) The Grantor shall promptly (or in any event, within three (3) business days) notify the Lender if it knows, or has reason to know, that any application or registration relating to any Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any adverse determination or development regarding the validity or enforceability or such Grantor's ownership of, interest in, right to use, register, own or maintain any Intellectual Property (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any IP Office). Such Grantor shall take all actions that are necessary or reasonably requested by the Lender to maintain and pursue each application (and to obtain the relevant registration or recordation) and to maintain each registration and recordation included in the Intellectual Property.

(f) The Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other person. In the event that any Intellectual Property of the Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, the Grantor shall take such action as it reasonably deems appropriate under the circumstances in response thereto, including promptly bringing suit and recovering all damages therefor.

(g) Upon the occurrence of an Event of Default, the Grantor shall execute and deliver to the Lender in form and substance reasonably acceptable to the Lender and suitable for recording with the appropriate Internet domain name registrar, a duly executed form of assignment for all Domain Names of the Grantor set out in Schedule E hereto (together with appropriate supporting documentation as may be requested by the Lender).

(h) The Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property (other than the Intellectual Property licensed to the Grantor under the IP Licenses), free and clear of any encumbrances, other than permitted encumbrances, as may be consented by the Lender from time to time, in its sole discretion.

(i) The Grantor shall not create, incur, assume or permit to exist any encumbrance upon any of the Intellectual Property except in favour of the Lender, other than Permitted Encumbrances, as may be consented by the Lender from time to time, in its sole discretion.

(j) The Grantor shall not dispose of all or any part of the Intellectual Property, whether now owned or hereafter acquired, or grant any licenses in respect of the Intellectual Property, except as otherwise permitted under the Commitment Letter.

(k) The IP Licenses provide the Grantor with the full right, power and authority to practice, use and exercise the Intellectual Property rights licensed under the IP Licenses for purposes of conducting the Grantor's business as currently performed and as contemplated for the future.

(l) All IP Licenses granted to the Grantor are set forth in written agreements executed by the Grantor and the applicable third party licensor (“**License Agreements**”), and the Grantor is in full compliance with the terms and conditions of the License Agreements.

(m) The Grantor shall promptly (or in any event, within three (3) business days) notify the Lender if it knows, or has reason to know, that the Grantor has breached or has allegedly breached any License Agreement or that any License Agreement has terminated or expired. The Grantor shall take all actions that are necessary or reasonably requested by the Lender to cure or otherwise reinstate such License Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Intellectual Property are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 5. Recordation. The Grantor authorizes and requests that each applicable IP Office record this IP Security Agreement.

SECTION 6. First Priority. The security interest granted hereunder shall provide the Lender with a first priority security interest, having priority over any other security interests in the Intellectual Property.

SECTION 7. Further Assurances. The Grantor shall, upon request of the Lender, execute any and all papers desired by the Lender for the filing and recording of the security interest granted hereunder with any IP Office and for otherwise fully effectuating, recording and perfecting the Grantor’s rights under this IP Security Agreement.

SECTION 8. Power of Attorney. The Grantor hereby irrevocably designates and appoints the Lender and its duly authorized officers and agents as the Grantor’s agents and attorneys-in-fact, which appointment is coupled with an interest, to act for and on the Grantor’s behalf to execute, verify and file any documents or instruments for the Lender’s purposes of effectuating, recording and perfecting the Grantor’s rights under this IP Security Agreement, all with the same legal force and effect as if executed, filed or performed by the Grantor.

SECTION 9. Severability. In the event that, and only to the extent that: (a) any provision of this IP Security Agreement violates the applicable law of any country or jurisdiction in which this IP Security Agreement is recorded, registered or asserted for legal purposes; or (b) any court of competent jurisdiction adjudges any provision of this IP Security Agreement to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this IP Security Agreement in such country or jurisdiction, but shall be confined in its operation to the specific provision of this IP Security Agreement which gave rise to such violation or judgment.

SECTION 10. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page of this IP Security Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of an manually executed counterpart of this IP Security Agreement.

SECTION 11. Electronic Execution. This IP Security Agreement may be signed by way of associating or otherwise appending an electronic signature or other facsimile signature of the applicable signatory and the words “execution”, “signed”, “signature”, and words of like import in this IP Security Agreement shall be deemed to include electronic signature or other facsimile signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature.

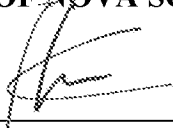
SECTION 12. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

*[Signature Page Follows]*



ACCEPTED and ACKNOWLEDGED by:

**THE BANK OF NOVA SCOTIA**

By:  \_\_\_\_\_

Name: Kenneth Pham

Title: Associate Director - Technology and Innovation Banking

By: \_\_\_\_\_

Name:

Title:

ACCEPTED and ACKNOWLEDGED by:

**THE BANK OF NOVA SCOTIA**

By: \_\_\_\_\_

Name:

Title:


By: *lea roth* \_\_\_\_\_

Name:

Title:

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

**POPREACH INCORPORATED**

By:   
Name: Christopher Locke  
Title: President.

By: \_\_\_\_\_  
Name:  
Title:

Schedule A  
to  
Intellectual Property Security Agreement

**PATENTS**

Nil.

Schedule B  
to  
Intellectual Property Security Agreement

**TRADEMARKS**

**Canadian Trademark Applications**

<u>Owner</u>	<u>Mark / Design</u>	<u>Jurisdiction of Registration / Application</u>	<u>Registration / Application Number</u>	<u>License Agreement</u>
PopReach Incorporated	LUCKY SLOTS	Canada 2025246 29-APR-2020	N/A	N/A
PopReach Incorporated	BAKERY BLITZ	Canada 1964460 23-MAY-2019	N/A	N/A
PopReach Incorporated	KITCHEN SCRAMBLE	Canada 1964461 23-MAY-2019	N/A	N/A
PopReach Incorporated	WAR OF NATIONS	Canada 1964462 23-MAY-2019	N/A	N/A
PopReach Incorporated	ZOO WORLD	Canada 1964463 23-MAY-2019	N/A	N/A

**US Trademark Application and Registrations**

<u>Owner</u>	<u>Mark / Design</u>	<u>Jurisdiction of Registration / Application</u>	<u>Registration / Application Number</u>	<u>License Agreement</u>
PopReach Incorporated	ZOO WORLD  ZOO WORLD	88478328 18-JUN-2019	n/a	N/A
PopReach Incorporated	BAKERY BLITZ  BAKERY BLITZ	86792661 19-OCT-2015	5042820  13-SEP-2016	N/A
PopReach Incorporated	KITCHEN SCRAMBLE  KITCHEN SCRAMBLE	86484569 18-DEC-2014	4781974  28-JUL-2015	N/A

PopReach Incorporated	BINGO BLINGO  BINGO BLINGO	85905167 16-APR-2013	4574386  29-JUL-2014	N/A
PopReach Incorporated	WAR OF NATIONS  WAR OF NATIONS	85904432 15-APR-2013	4791033  11-AUG-2015	N/A
PopReach Incorporated	LUCKY SLOTS  LUCKY SLOTS	85864569 01-MAR-2013	4504218  01-APR-2014	N/A
PopReach Incorporated	LUCKY SLOTS  LUCKY SLOTS	85864586 01-MAR-2013	4424881  29-OCT-2013	N/A

Schedule C  
to  
Intellectual Property Security Agreement

**COPYRIGHTS**

<b>GAME NAME</b>	<b>PLATFORM</b>
#goals	iOS, Android
Bakery Blitz: Master Chef	Facebook, iOS, Android
Brightwood Adventures	iOS, Android, Amazon
City Girl Life	Facebook
Dragons of Atlantis	Facebook
Gardens of Time 2	iOS, Android
Gardens of Time: Hidden Object	Facebook
Glory of Rome	Facebook
Goldrush	Android, Amazon
Hidden Treasures of Time	iOS, Android
Kingdoms of Camelot	Facebook
Kitchen Scramble	Facebook, iOS, Android, Amazon
Kitchen Scramble 2: World Cook	iOS, Android
Lost Island	iOS, Amazon
Lucky Slots	Facebook, iOS, Android
New World	iOS, Android, Amazon
Shipwrecked	iOS, Android
Skull Island	Android, Amazon
Smurfette's Magic Match	iOS, Amazon
Smurfs and the Magical Meadow	iOS, Android, Amazon
Smurfs' Village	iOS, Android, Amazon
Solitaire 3 Arena	Facebook, iOS, Android
Solitaire Arena	Facebook, iOS, Android, Amazon
Volcano Island	Android, Amazon
War of Nations	iOS, Android
Westbound	iOS, Android, Amazon

Words of Wonder	Facebook, iOS, Android
Zombie Beach Party	iOS, Android
Zoo World	Facebook
Zoo World Classic	Facebook



Schedule D  
to  
Intellectual Property Security Agreement

**INDUSTRIAL DESIGNS**

Nil.

Schedule E  
to  
Intellectual Property Security Agreement

**DOMAIN NAMES**

<u>Registrant</u>	<u>Domain Name (URL)</u>	<u>Registrar</u>	<u>Registration Date</u>
PopReach Incorporated	bakeryblitz.com	GoDaddy.com, LLC	2015-10-08
PopReach Incorporated	bakeryblitzgame.com	GoDaddy.com, LLC	2015-10-08
PopReach Incorporated	blueshellgames.com	GoDaddy.com, LLC	2010-06-09
PopReach Incorporated	internal-rykiwi.com	GoDaddy.com, LLC	2015-06-01
PopReach Incorporated	play-zoo-world.com	GoDaddy.com, LLC	2010-08-13
PopReach Incorporated	playbingoblingo.com	GoDaddy.com, LLC	2012-10-08
PopReach Incorporated	playzooonline.com	GoDaddy.com, LLC	2010-08-13
PopReach Incorporated	playzooworld.com	GoDaddy.com, LLC	2010-08-13
PopReach Incorporated	playzooworldonline.com	GoDaddy.com, LLC	2010-08-13
PopReach Incorporated	popreach.com	GoDaddy.com, LLC	2015-06-29
PopReach Incorporated	popreach.in	GoDaddy.com, LLC	2019-01-09
PopReach Incorporated	rycamelot.com	GoDaddy.com, LLC	2018-08-27
PopReach Incorporated	ryint.net	GoDaddy.com, LLC	2015-09-14
PopReach Incorporated	rykaiju.com	GoDaddy.com, LLC	2015-01-21
PopReach Incorporated	rykiwi.com	GoDaddy.com, LLC	2015-05-20
PopReach Incorporated	ryrome.com	GoDaddy.com, LLC	2018-08-27
PopReach Incorporated	solitairearena.com	GoDaddy.com, LLC	2012-04-10
PopReach Incorporated	solitairearena.net	GoDaddy.com, LLC	2012-04-10
PopReach Incorporated	zooworld2-mail.com	GoDaddy.com, LLC	2011-06-29
PopReach Incorporated	zooworldgameonline.com	GoDaddy.com, LLC	2010-08-13
PopReach Incorporated	popreach.io	Amazon Route53	2020-08-28