

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZIFLOW INC.		11/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RIVERSIDE ACCELERATION CAPITAL FUND II, L.P.		
Street Address:	630 Fifth Avenue		
Internal Address:	Suite 400		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90248370	ZIFLOW	
Serial Number:	90248351	ZIFLOW	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	11/16/2020		
Total Attachments: 4			
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CH \$65.00 90248370

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 16, 2020 by and between ZIFLOW INC., a Delaware corporation (“**Borrower**”), and RIVERSIDE ACCELERATION CAPITAL FUND II, L.P., a Delaware limited partnership (“**Lender**”).

RECITALS

Pursuant to that certain Loan and Security Agreement by and between Borrower and Lender named therein dated of even date herewith (as amended, restated, modified or otherwise supplemented from time to time, the “**Loan Agreement**”), Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower. Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

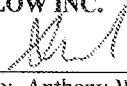
To secure its obligations under the Loan Agreement and under any other Transaction Document now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection with which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to modify, in its sole discretion and without first obtaining Borrower’s approval of or signature to such modification, Schedules A, B, and C hereto, as appropriate, to include reference to any right, title or interest in any copyrights, patents or trademarks acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any copyrights, patents or trademarks in which Borrower no longer has or claims to have any right, title or interest. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[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.

BORROWER:

ZIFLOW INC.

By: 
Name: Anthony Welgemoed
Title: President

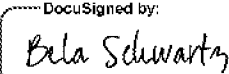
[Signature Page to Intellectual Property Security Agreement]

LENDER:

**RIVERSIDE ACCELERATION CAPITAL FUND
II, L.P.**

By: RAC II Associates, L.P., its general partner

By: RAC II GP, LLC, its general partner

DocuSigned by:

By: _____
Name: BELA K. SCHWARTZ
Title: Vice President and Secretary

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

None.

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"Ziflow"	90/248,370	October 12, 2019
Ziflow logo	90/248,351	October 12, 2019