

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUEBIQ INC.		01/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Espresso Capital Ltd.		
Street Address:	300 - 8 King Street East		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5C 1B5		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5640432	CUEBIQ	
Registration Number:	5604205	CUEBIQ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1321859		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	01/29/2021		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT dated with effect January 26, 2021, between **CUEBIQ INC. (“Borrower”)** and **ESPRESSO CAPITAL LTD. (“Espresso”)**.

WHEREAS, pursuant to the agreement between Borrower and Espresso dated January 26, 2021, as amended, modified, restated or replaced from time to time, (the **“Loan Facility and Security Agreement”**), Espresso has agreed to provide Borrower with certain financings,

AND WHEREAS, Borrower as security for its obligations under the Loan Facility and Security Agreement shall grant a security interest in certain intellectual property of Borrower under this Agreement,

Borrower, in consideration of the premises and to induce Espresso to enter into the Loan Facility and Security Agreement and to induce Espresso to provide financings to Borrower thereunder, hereby agrees with Espresso as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement.

2. Grant of Security Interest in the Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the **“Intellectual Property Collateral”**):

- (a) all its trademarks, copyrights and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule 1 attached to this Agreement,
- (b) all renewals, amendments and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and copyright, and
- (d) 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 of the foregoing.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement and Borrower hereby acknowledges and agrees the rights and remedies of Espresso with respect to the security interest in the Intellectual Property Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement as if fully set forth in this Agreement.

4. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon prior written notice to Borrower and by request of Espresso.

5. **Amendment and Authorization.** Borrower shall (a) within 45 days of application, amend the exhibits to this Agreement to include any Intellectual Property Collateral which Borrower obtains subsequent to the date of this Agreement, and (b) grant Espresso authority to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral

6. **Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

8. **Governing Law.** This Agreement and the rights and obligations of Borrower and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

CUEBIQ, INC.


DocuSigned by:
By Antonio Tomarchio
Antonio Tomarchio, CEO

ESPRESSO CAPITAL LTD.:

DocuSigned by:
By Enio Lazzari
Enio Lazzari, CEO & COO

Schedule 1
To Intellectual Property Security Agreement

Trademarks

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Cuebiq Inc.	 cuebiq	5640432/ 87593228	1/1/2019/ 9/1/2017
Cuebiq Inc.	CUEBIQ	5604205/ 87442061	11/13/2018/ 5/9/2017