

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOOR, INC.		03/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL II, LP		
Street Address:	1920 L STREET NW		
Internal Address:	SUITE 550		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90072401	JOOR	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	251096.000017		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	03/15/2021		
Total Attachments: 7			
source=Multiplier - Joor - Executed IP Security Agreement#page1.tif			
source=Multiplier - Joor - Executed IP Security Agreement#page2.tif			
source=Multiplier - Joor - Executed IP Security Agreement#page3.tif			

CH \$40.00 90072401

source=Multiplier - Joor - Executed IP Security Agreement#page4.tif
source=Multiplier - Joor - Executed IP Security Agreement#page5.tif
source=Multiplier - Joor - Executed IP Security Agreement#page6.tif
source=Multiplier - Joor - Executed IP Security Agreement#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 15, 2021 by and between **Multiplier Capital II, LP** (“Multiplier”) and **Joor, Inc.**, a Delaware corporation (“Grantor”), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated March 15, 2021 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing. Notwithstanding anything to the contrary, “Intellectual Property” shall not include: (a) any “intent-to-use” trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise (but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law), or (b) any interest of Grantor as a licensee under a license if Grantor is prohibited by the terms of such license from granting a security interest in such license or under which such an assignment or Lien would cause a default to occur under such license (but (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-408 or 9-409 (or any other Section) of Article 9 of the Code); provided, however, that upon termination, lapsing or expiration of such prohibition, such interest shall automatically be subject to the security interest granted in favor of Multiplier hereunder and become part of the “Intellectual Property” without any action by Grantor or Multiplier.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or exclusively licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or exclusively licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer

programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

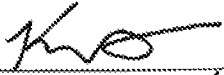
3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 10 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

1239 Broadway, 9th Floor,
New York, NY 10001

Joor, Inc.

By: 
Name: Kristin Savika
Title: CEO

Address of Multiplier:

1920 L Street NW, Suite 550
Washington, DC 20036

Multiplier Capital II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By: _____
Name: _____
Title: _____

Address of Grantor:

1239 Broadway, 9th Floor,
New York, NY 10001

Joor, Inc.

By: _____
Name: _____
Title: _____

Address of Multiplier:

1920 L Street NW, Suite 550
Washington, DC 20036

Multiplier Capital II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By: [Signature]
Name: Henry R. DeCade
Title: Managing Member

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
JOOR	90/072,401	07/24/2020

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
--------------------	---	---

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
--------------------	---	---