

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tulip.io Inc.		06/11/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88754591	LIVECONNECT	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, ONTARIO K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	04/12/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Reference is made to that certain Loan and Security Agreement (as amended from time to time, the "Loan Agreement") entered into as of March 14, 2017 by and between PACIFIC WESTERN BANK, a California state chartered bank (the "Bank") and TULIP.IO INC., a Canadian corporation (the "Borrower").

This Intellectual Property Security Agreement is entered into as of June 11, 2020 by and between the Bank and the Borrower.

RECITALS

A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations to the Borrower (the "Loans") in the amounts and manner set forth in the Loan Agreement. The Bank is willing to make the Loans to the Borrower, but only upon the condition, among others, that the Borrower grant to the Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of the Borrower under the Loan Agreement.

B. Pursuant to the terms of the security agreement dated March 14, 2017 (as same may be amended, modified or supplemented from time to time (the "Security Agreement"); capitalized terms used herein are used as defined in the Security Agreement), the Borrower has granted to the Bank a security interest in all of the Borrower'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, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between the Borrower and the Bank, the Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between the Borrower and the Bank, the Borrower grants and pledges to the Bank a security interest in all of the Borrower's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to the Bank under the Security Agreement. The rights and remedies of the Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Bank as a matter of law or equity. Each right, power and remedy of the Bank provided for herein or in the Loan Agreement, the Security Agreement or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security

Agreement or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Bank, of any or all other rights, powers or remedies.

The Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or the Canadian Intellectual Property Office, as applicable.

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.

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 date written above.

BORROWER:

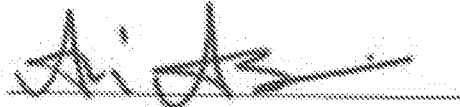
Address of Borrower:

1 York Street, Suite 1501
Toronto, ON M5J 0B6

Attn: Chief Executive Officer

TULIP.IO INC.

By:



Title:

ALI ASARIA, CEO

THE BANK:

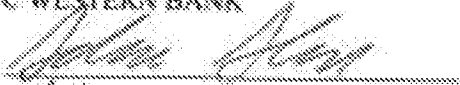
Address of The Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701

Attn: Manager

PACIFIC WESTERN BANK

By:



Title:

Adam Glick, SVP

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Canadian Patents


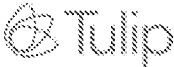
No.	PATENT	PATENT No.
1	Order Processing Systems Using Picking Robots	CA2816752

U.S. Patents

No.	PATENT TITLE	APPLICATION NO & FILING DATE	PATENT NO & ISSUE DATE
1	ORDER PROCESSING SYSTEMS USING PICKING ROBOTS	Application No. 15/650,188 Filing Date: 14 JUL 2017	Patent No. 10489870 Issue Date: 26 NOV 2019
2	ORDER PROCESSING SYSTEMS USING PICKING ROBOTS	Application No. 16/658,644 Filing Date: 21 OCT 2019	
3	SYSTEMS AND METHODS FOR TRANSMITTING AND RENDERING 3D VISUALIZATIONS OVER A NETWORK	Application No. 13/827,545 Filing Date: 14 MAR 2013	
4	SYSTEM AND METHOD FOR DETERMINING RECOMMENDED ACTION BASED ON MEASURING AND ANALYZING STORE AND EMPLOYEE DATA	Application No. 10/081,020 Filing Date: 21 FEB 2002	Patent No. 7483842 Issue Date: 27 JAN 2009

EXHIBIT C

Canadian Trademarks

No.	TRADEMARK	STATUS/APP,REG. DATE & No.
1	CUPBOARDS	Registered App 20-NOV-2012 App 1603264 Reg 20-NOV-2015 Reg TMA920844
2	TULIP RETAIL	Registered App 14-DEC-2016 App 1814230 Reg 23-JAN-2019 Reg TMA1013680
3	TULIP RETAIL & Tulip Design 	Registered App 14-DEC-2016 App 1814234 Reg 23-JAN-2019 Reg TMA1013667
4	TULIP	Registered App 29-JUN-2018 App 1907074 Reg 02-FEB-2021 Reg TMA1092946
5	TULIP & Design 	Registered App 29-JUN-2018 App 1907047 Reg 01-FEB-2021 Reg TMA1092914
6	LiveConnect	Pending App 16-DEC-2019 App 2001388

U.S. Trademarks

No.	TRADEMARK (& DESIGN)	APPLICATION FILING DATE & SERIAL NO.	REGISTRATION DATE & REGISTRATION NO.
1	LiveConnect	Filing Date: 10-JAN-2020 Serial No. 88754591	
2	TULIP & TULIP DESIGN 	Filing Date: 19-JUL-2018 Serial No. 88044626	Registered: 24-MAR-2020 Registration No. 6016197
3	TULIP	Filing Date: 19-JUL-2018 Serial No. 88044581	Registered: 24-MAR-2020 Registration No. 6016196
4	TULIP RETAIL 	Filing Date: 13-JAN-2017 Serial No. 87301219	Registered: 25-JUN-2019 Registration No. 5784495
5	TULIP RETAIL	Filing Date: 13-JAN-2017 Serial No. 87301245	Registered: 18-JUN-2019 Registration No. 5778354
6	TULIP	Filing Date: 30-MAR-2015 Serial No. 86580725	Registered: 3-NOV-2015 Registration No. 4845679
7	BLUEDAY BD 	Filing Date: 23-MAY-2013 Serial No. 85941180	Registered: 5-AUG-2014 Registration No. 4581390
8	BLUEDAY	Filing Date: 25-APR-2013 Serial No. 85914475	Registered: 12-AUG-2014 Registration No. 4585479