

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642564

<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>
HEADOUT INC.		04/22/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESPRESSO CAPITAL LTD.		
<b>Street Address:</b>	300-8 KING STREET EAST		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5C1B5		
<b>Entity Type:</b>	Limited Company: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4840337	HEADOUT	
<b>Registration Number:</b>	5703654	HEADOUT	
<b>Registration Number:</b>	5722688	HEADOUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2125490410		
<b>Email:</b>	shorne@reedsmith.com		
<b>Correspondent Name:</b>	LEE ANN DILLON		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	22nd floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Lee Ann Dillon		
<b>SIGNATURE:</b>	/Lee Ann Dillon/		
<b>DATE SIGNED:</b>	04/27/2021		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS AGREEMENT** dated with effect April 22, 2021, between **HEADOUT INC. (“Borrower”)**, in favor of **ESPRESSO CAPITAL LTD. (“Espresso”)**.

**WHEREAS**, pursuant to the agreement between Borrower and Espresso dated April 22, 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 **“Collateral”**):

- (a) all its trademarks, domain names and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark or domain name including, without limitation, those referred to in the Schedule ‘A’ attached to this Agreement,
- (b) all renewals and extensions of the foregoing,
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; 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 thereof;

provided that, notwithstanding the foregoing, the Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law. [NTD: Conforming to Loan Agreement]

**3. Loan Facility 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 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. Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower will use commercially reasonable actions in connection with 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.

**5. 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.

**6. 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.

Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Headout Inc.

DocuSigned by:  
By Varun Mukesh Khona  
Varun Mukesh Khona, CEO  
FED110E35085102

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

DocuSigned by:  
By [Signature]  
Enio Lazer, CFO & COO  
FED110E35085102

**Schedule 1  
to Intellectual Property Security Agreement**

**INTELLECTUAL PROPERTY.**

Please list all of the following intellectual property owned by Borrower and any parent entity or direct or indirect subsidiary.

**Patents** (Check if none )

**Trademarks** (Check if none )

Owner	Trademark Application	Registration No.	Registration Date
Headout Inc.	HEADOUT (Word Mark, Int. Cl. 9)	4840337	10/27/2015
Headout Inc.	Headout (Word Mark, Cl. 39, 41,42, 43)	5703654	03/19/2019
Headout Inc.	HEADOUT (Word Mark, Int. Cl. 9, 41, 42)	5722688	04/09/2019

**Copyrights** (Check if none )

**Domain Names** (Check if none )

Registrant Organization	Domain Name	Date Created	Date Updated	Registry Expiration Date
Headout Inc.	bangkok-day-tours.com	11/27/2019	12/03/2019	11/27/2021
Headout Inc.	catacombs-paris.com	12/08/2018	12/09/2020	12/08/2022
Headout Inc.	headout-alerts.com	01/10/2017	01/11/2020	01/10/2022
Headout Inc.	headout-deals.com	01/10/2017	01/11/2020	01/10/2022
Headout Inc.	headout-notifications.com	01/10/2017	01/11/2020	01/10/2022
Headout Inc.	headout.com	11/04/1996	11/04/2020	11/03/2021
Headout Inc.	hop-on-hop-off-dubai.com	12/07/2018	12/08/2020	12/07/2022
Headout Inc.	northern-lights-tour.com	11/01/2018	11/02/2020	11/01/2022
Headout Inc.	nyc-attractions.com	12/18/2018	12/19/2020	12/18/2022
Headout Inc.	tickets-milan.com	12/12/2018	12/13/2020	12/12/2022
Headout Inc.	tickets-naples.com	10/01/2019	10/11/2019	10/01/2021
Headout Inc.	tickets-phuket.com	11/27/2019	12/03/2019	11/27/2021
Headout Inc.	venice-boat-tour.com	11/08/2018	11/09/2020	11/08/2022
Headout Inc.	test-headout.com	11/04/2015	11/05/2020	11/04/2022
Headout Inc.	headoutapp.com	01/27/2014	01/27/2020	01/27/2022

