

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659976

<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>
WAYUP, INC.		07/13/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	BANKING CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86158450	INTERNMATCH	
<b>Registration Number:</b>	5068634	LOOKSHARP	
<b>Registration Number:</b>	5096636	WAYUP	
<b>Registration Number:</b>	4770383	CAMPUS JOB	
<b>Registration Number:</b>	4740028	LOOKSHARP	
<b>Registration Number:</b>	4740027	LOOKSHARP	
<b>Registration Number:</b>	4740026	LOOKSHARP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	249023.000019		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		

CH \$190.00 86158450

<b>SIGNATURE:</b>	/Christopher C. Close Jr./
<b>DATE SIGNED:</b>	07/14/2021
<b>Total Attachments: 7</b> source=CIBC_Yello (Executed IP Security Agreement - WayUP 7_21)#page1.tif source=CIBC_Yello (Executed IP Security Agreement - WayUP 7_21)#page2.tif source=CIBC_Yello (Executed IP Security Agreement - WayUP 7_21)#page3.tif source=CIBC_Yello (Executed IP Security Agreement - WayUP 7_21)#page4.tif source=CIBC_Yello (Executed IP Security Agreement - WayUP 7_21)#page5.tif source=CIBC_Yello (Executed IP Security Agreement - WayUP 7_21)#page6.tif source=CIBC_Yello (Executed IP Security Agreement - WayUP 7_21)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of July 13, 2021 by and between CIBC BANK USA, an Illinois banking corporation, as lender (“Lender”), and WAYUP, INC., a Delaware corporation, as borrower (“Grantor”).

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor and RECSOLU, INC., a Delaware corporation (“Initial Borrower”) and, together with Grantor, collectively, the “Borrowers”) in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of September 30, 2020 (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), by and between the Initial Borrower and Lender, and that certain Joinder Agreement, dated as of even date herewith (the “Joinder Agreement”) and, together with the Loan Agreement, collectively, the “Loan Documents”), pursuant to which Grantor will be deemed to be a “Borrower” under the Loan Agreement.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Documents.

C. Pursuant to the terms of the Loan Documents, Grantor has granted to Lender a security interest in all of Grantor’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, 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 Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Documents, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “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.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Documents and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

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

Address of Grantor:

WayUp, Inc.  
55 East Monroe Street  
Suite 3600  
Chicago, Illinois  
Attn: Corey Ferengul, Executive Chairman  
email: [corey.ferengul@yello.co](mailto:corey.ferengul@yello.co)

**GRANTOR:**

WAYUP, INC.

By:   
Name: Corey Ferengul  
Title: Chief Executive Officer

Address of Lender:

CIBC Bank USA  
120 South LaSalle Street  
Suite 400  
Chicago, Illinois 60603  
Attn: Andrew Schwartz  
Telephone: (312) 564-3826  
Email: [andrew.schwartz@cibc.com](mailto:andrew.schwartz@cibc.com)

**LENDER:**

CIBC BANK USA

By: \_\_\_\_\_  
Name: Kevin Abramowicz  
Title: Associate Managing Director

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

Address of Grantor:

WayUp, Inc.  
55 East Monroe Street  
Suite 3600  
Chicago, Illinois  
Attn: Corey Ferengul, Executive Chairman  
email: [corey.ferengul@yello.co](mailto:corey.ferengul@yello.co)

**GRANTOR:**

WAYUP, INC.

By: \_\_\_\_\_  
Name: Corey Ferengul  
Title: Chief Executive Officer

Address of Lender:

CIBC Bank USA  
120 South LaSalle Street  
Suite 400  
Chicago, Illinois 60603  
Attn: Andrew Schwartz  
Telephone: (312) 564-3826  
Email: [andrew.schwartz@cibc.com](mailto:andrew.schwartz@cibc.com)

**LENDER:**

CIBC BANK USA

Kevin  
By: Abramowicz  
Name: Kevin Abramowicz  
Title: Associate Managing Director

Digitally signed by Kevin Abramowicz  
DN: cn=Kevin Abramowicz, o=CIBC Bank  
USA, ou=Innovation Banking  
email=kevin.abramowicz@cibc.com,  
c=US  
Date: 2021.07.08 13:28:04 -0500

EXHIBIT A

Copyrights

Title	Registration No.	Registration Date
None.		

EXHIBIT B

Patents

<b>Title</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Date Filed</b>
None.			



EXHIBIT CTrademarks

<b>Mark</b>	<b>Registration No.</b>	<b>Date Filed</b>
INTERNMATCH	86/158,450	01/06/2014
LOOKSHARP	5,068,634	10/25/2016
WAYUP (& design)	5,096,636	12/06/2016
CAMPUS JOB (& design)	4,770,383	07/07/2015
LOOKSHARP	4,740,028	05/19/2015
LOOKSHARP	4,740,027	05/19/2015
LOOKSHARP	4,740,026	05/19/2015