

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM676299

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tabletop Media, LLC | | 09/23/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Texas Capital Bank | | |
| Street Address: | 2000 McKinney Avenue, Suite 700 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5018188 | Z | |
| Registration Number: | 3838504 | ZIOSK | |
| Registration Number: | 3857787 | ZIOSK | |
| Registration Number: | 5324972 | ZPAY | |
| Registration Number: | 4712809 | ZSHOPPING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2142000853 | | |
| <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: | 2109787487 | | |
| Email: | venisa.dark@haynesboone.com | | |
| Correspondent Name: | Venisa Dark, Haynes and Boone LLP | | |
| Address Line 1: | 2323 Victory Avenue, Suite 700 | | |
| Address Line 4: | Dallas, TEXAS 75219 | | |
| ATTORNEY DOCKET NUMBER: | 26827.381_DonaldC | | |
| NAME OF SUBMITTER: | Venisa Dark | | |
| SIGNATURE: | /Venisa Dark/ | | |
| DATE SIGNED: | 09/23/2021 | | |

OP \$140.00 5018188

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, or modified from time to time, the “*Agreement*”), entered into as of September 23, 2021, by and among TABLETOP MEDIA, LLC, a Delaware limited liability company (“*Grantor*”), in favor of TEXAS CAPITAL BANK (“*Lender*”) on behalf of itself and its Affiliates (“*Secured Party*”).

RECITALS:

WHEREAS, Grantor, Ziosk Payroll, LLC, a Delaware limited liability company (“*Ziosk Payroll*”), Ziosk Financial Services, LLC, a Texas limited liability company (“*Ziosk Financial*”), Ziosk SPV LLC, a Delaware limited liability company (“*Ziosk SPV*,” and together with Grantor, Ziosk Payroll, and Ziosk Financial, the “*Borrowers*,” and each individually a “*Borrower*”) and Lender are entering into a Credit Agreement dated as of September 23, 2021 (as it may be amended, restated, or modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrowers and Lender are entering into a Security Agreement dated as of September 23, 2021 (including all annexes, exhibits or schedules thereto, as it may be amended, restated, or modified from time to time, the “*Security Agreement*”).

WHEREAS, Grantor is entering into this Agreement in order to, among other things, induce Lender to enter into and extend credit to Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.
2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):
 - a. all of Grantor’s Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
 - b. all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
 - c. all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
 - d. all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and


- e. all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.
- 3. **Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any Borrower to any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Borrower.
 - 4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.
 - 5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart.

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Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTORS:

TABLETOP MEDIA, LLC, a Delaware limited liability company

By: 
Name: Rhonda Levene
Title: President

SECURED PARTY:

TEXAS CAPITAL BANK

By: 
Name: Colin A. Pierce
Title: Senior Vice President

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 007429 FRAME: 0576

SCHEDULE I**(PART A)****PATENTS, PATENT APPLICATIONS, AND PATENT LICENSES**

| Patents | | | | | |
|---|--------------------|-----------------|-------------------|-----------------|---------------------|
| Title | Filing Date | App. No. | Issue Date | Reg. No. | Owner |
| Tabletop Point-of-Sale (POS) Terminal | | | 12/31/2019 | D871,500 | Tabletop Media, LLC |
| Table-side information device imaging capture | | | 8/6/2019 | 10,373,235 | Tabletop Media, LLC |
| Method and apparatus of providing real-time feedback for magnetic secure transmission | | | 5/21/2019 | 10,296,767 | Tabletop Media, LLC |
| User Interface Terminal with rechargeable battery module | | | 10/16/2018 | 10,102,519 | Tabletop Media, LLC |
| Secure wireless network-based activation for table-side information and point-of-sale devices | | | 4/10/2018 | 9,940,611 | Tabletop Media, LLC |
| Printer control mechanism for a device having a mobile operating system | | | 6/13/2017 | 9,676,207 | Tabletop Media, LLC |
| Customer point of sale terminal | | | 11/22/2016 | D772,335 | Tabletop Media, LLC |
| Secure wireless network-based activation for table-side information and point-of-sale devices | | | 2/16/2016 | 9,264,241 | Tabletop Media, LLC |
| Table-side information and point-of-sale (POS) device | | | 9/16/2014 | D713,447 | Tabletop Media, LLC |
| Patent Applications | | | | | |
| Method And Apparatus of providing real-time | 5/31/2018 | 20180150658 | | | Tabletop Media, LLC |

| | | | | | |
|---|------------|-------------|--|--|---------------------|
| feedback for magnetic secure transmission | | | | | |
| Table-Side Device Integration to a Point of Sale (POS) Hospitality System | 8/31/2017 | 20170249677 | | | Tabletop Media, LLC |
| Booster Antenna | 3/23/2017 | 20170084984 | | | Tabletop Media, LLC |
| User Interface Terminal with Rechargeable Battery Module | 10/27/2016 | 20160314454 | | | Tabletop Media, LLC |
| Secure Wireless Network-Based Activation for Table-Side information and Point-of-Sale Devices | 5/5/2016 | 20160125381 | | | Tabletop Media, LLC |
| Table-Side Information Device Imaging Capture | 3/31/2016 | 20160092965 | | | Tabletop Media, LLC |
| Table-Side device integration to a point-of-sale (POS) hospitality system | 5/14/2015 | 20150134441 | | | Tabletop Media, LLC |
| Secure wireless network-based activation for table-side information and point-of sale devices | 7/10/2014 | 20140192795 | | | Tabletop Media, LLC |
| Printer control mechanism for a device having a mobile operating system | 5/22/2014 | 20140139866 | | | Tabletop Media, LLC |

SCHEDULE I

(PART B)

TRADEMARKS, TRADEMARK APPLICATIONS, AND TRADEMARK LICENSES

| Trademarks | | | | | |
|-------------------|-------------|-------------------------|--------------------------|------------------------|-------------------------|
| Country | Mark | Registration No. | Registration Date | Application No. | Application Date |
| USA | Z | 5018188 | Aug-9-2016 | 85761958 | Oct-24-2012 |
| USA | ZIOSK | 3838504 | Aug-24-2010 | 77589748 | Oct-9-2008 |
| USA | ZIOSK | 3857787 | Oct-5-2010 | 77744822 | May-26-2009 |
| USA | ZPAY | 5324972 | Oct-31-2017 | 87085877 | Jun-28-2016 |
| USA | ZSHOPPING | 4712809 | Mar-31-2015 | 85603725 | Apr-20-2012 |

SCHEDULE I

(PART C)

COPYRIGHTS

| Registered Copyrights/Mask Works | | | | |
|---|-------------------------|-----------------------------|------------------|--------------|
| Country | Registration No. | Registration Date | Author(s) | Title |
| N/A | | | | |
| Copyright/Mask Work Pending Registration Applications | | | | |
| Country | Serial No. | Filing Date | Author(s) | Title |
| N/A | | | | |
| Copyright/Mask Work Registration Applications in Preparation | | | | |
| Country | Docket No. | Expected Filing Date | Author(s) | Title |
| N/A | | | | |

COPYRIGHT LICENSES

| Country or Territory | Licensor | Licensee | Effective Date | Expiration Date |
|-----------------------------|-----------------|-----------------|-----------------------|------------------------|
| N/A | | | | |