

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686062

<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>
LISTEN INNOVATION INC.		11/01/2021	Corporation: DELAWARE
<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>	M5C 1B5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5158016	LISTENWISE	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1519877 TM		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	11/05/2021		
<b>Total Attachments: 3</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

November 01 2021

**THIS AGREEMENT** dated with effect ~~October~~   , 2021, by **Listen Innovation Inc. ("Guarantor")**, in favor of **ESPRESSO CAPITAL LTD. ("Espresso")**.

**WHEREAS**, pursuant to the guaranty and security agreement made by Guarantor in favor of Espresso dated November 01 2021 , as amended, modified, restated, or replaced from time to time, (the "**Guaranty and Security Agreement**"), Espresso has agreed to provide Guarantor with certain financings,

**AND WHEREAS**, Guarantor as security for its obligations under the Guaranty and Security Agreement shall grant a security interest in certain intellectual property of Guarantor under this Agreement,

**Guarantor, in consideration of the premises and** to induce Espresso to enter into the Guaranty and Security Agreement and provide financings to Guarantor, 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 Guaranty and Security Agreement, and references to Schedule 'A' are to the attached Schedule 'A'.
- 2. Grant of Security Interest in the Collateral.** Guarantor, 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 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 patents and all intellectual property licenses providing for the grant by or to such Guarantor of any right under any patent, including, without limitation, those referred to in Schedule 'A',
  - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, and
  - (c) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Guarantor of any right under any trademark, including, without limitation, those referred to in Schedule 'A',
  - (d) all renewals and extensions of the foregoing,
  - (e) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and
  - (f) 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.
- 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Agreement is granted in confirmation of the security interest granted to Espresso pursuant to the Guaranty and Security Agreement. Guarantor 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.

- 4. **Guarantor Remains Liable.** Guarantor hereby agrees, anything in this Agreement to the contrary notwithstanding, Guarantor shall assume full and complete responsibility for 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 Guarantor and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

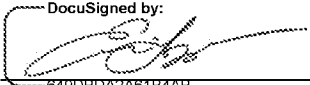
Guarantor has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

**LISTEN INNOVATION INC.**

DocuSigned by:  
 By: David Bainbridge  
0AEEDFA085DD410...  
 Name: David Bainbridge  
 Title: Authorized Signatory

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

DocuSigned by:  
 By:   
849D8DA2AB1B4AB...  
 Enio Lazzer, COO & CFO

**Schedule 'A'**  
**to Intellectual Property Security Agreement**

Trademarks: LISTENWISE, U.S. Reg. 5158016 (March 7, 2017)

