

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFELYSTAY, INC.		11/30/2021	Corporation:
RECEIVING PARTY DATA			
Name:	LAGO INNOVATION FUND II, LLC		
Street Address:	c/o BIP Capital 3575 Piedmont Road, Building 15, Suite 730		
Internal Address:	Attn: Heather La Freniere		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5168277	SAFELY	
Registration Number:	4694881	SAFELYSTAY	
Serial Number:	90879780	SAFELY	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	171 Monroe Ave NW, Suite 1000		
Address Line 2:	Hillary Kooy		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	78808.14		
NAME OF SUBMITTER:	Hillary Kooy		
SIGNATURE:	/Hillary Kooy/		
DATE SIGNED:	11/30/2021		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 30, 2021 (the "**Agreement**") between **LAGO INNOVATION FUND II, LLC**, a Delaware limited liability company, as collateral agent for the Lenders (in such capacity, "**Agent**") and **SAFELYSTAY, INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of November 30, 2021 (as amended, restated, supplemented and/or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor and certain Subsidiaries of Grantor from time to time party thereto, as borrowers, certain lenders from time to time party thereto (collectively, the "**Lenders**"), and Agent, as administrative agent and collateral agent for the Lenders. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any property set forth in the final paragraph of Exhibit A to the Loan Agreement. The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan 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 Agent of any one or more

of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SAFELYSTAY, INC.,
a Delaware corporation

By: Andrew Bate
Name: Andrew Bate
Title: CEO

Address for Notices:
SAFELYSTAY, INC.
34 The Prado NE
Atlanta, GA 30309
Attn: Andrew Bate
e: andrew.bate@safely.com

AGENT:

LAGO INNOVATION FUND II, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Address for Notices:
LAGO INNOVATION FUND II, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Heather La Freniere
e: heather@lagoinnovation.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SAFELYSTAY, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:
SAFELYSTAY, INC.
34 The Prado NE
Atlanta, GA 30309
Attn: Andrew Bate
e: andrew.bate@safely.com

AGENT:

LAGO INNOVATION FUND II, LLC,
a Delaware limited liability company

By: _____

Name: Tim Bottler

Title: Managing Member

Address for Notices:
LAGO INNOVATION FUND II, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Heather La Freniere
e: heather@lagoinnovation.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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