

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LeaseLock Inc.		12/24/2021	Corporation:
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	300-8 KING STREET EAST		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5C1B5		
Entity Type:	Limited Company: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5559584	LEASELOCK	
Registration Number:	5549183	THE END OF SECURITY DEPOSITS.	
Registration Number:	5549240	THE END OF DEPOSITS.	
Registration Number:	5738922	THE ZERO DEPOSIT IS HERE	
Registration Number:	5738923	MAKE YOUR PROPERTIES ZERO DEPOSIT	
Registration Number:	5739011	OUR MISSION IS TO HELP THE WORLD FIND "H	
Registration Number:	5606167	ELIMINATE MY DEPOSIT	
Registration Number:	5606168	ELIMINATE MY SECURITY DEPOSIT	
Registration Number:	5856878	LEASELOCK	
Registration Number:	5856879		
Registration Number:	5856880		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	LEE ANN DILLON		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		

OP \$290.00 5559584

NAME OF SUBMITTER:	Lee Ann Dillon
SIGNATURE:	/Lee Ann Dillon/
DATE SIGNED:	01/05/2022
Total Attachments: 3 source=IP Security Agreement LEASELOCK - LeaseLock Inc (final compiled)#page1.tif source=IP Security Agreement LEASELOCK - LeaseLock Inc (final compiled)#page2.tif source=IP Security Agreement LEASELOCK - LeaseLock Inc (final compiled)#page3.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT dated with effect December 24, 2021, between **LeaseLock Inc.** ("**Borrower**"), in favor of **ESPRESSO CAPITAL LTD.** ("**Espresso**").

WHEREAS, pursuant to the agreement between Borrower and Espresso dated December 24, 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 provide financings to Borrower, 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, and references to Schedule 'A' are to the attached Schedule 'A'.
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 (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule 'A',
 - (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.
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. 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.
4. **Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower 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 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.

Leaselock, Inc.

DocuSigned by:
Oliver Gratry
By _____
D260792C2B3245F...
Oliver Gratry, CFO

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

DocuSigned by:
[Signature]
By _____
049BDDA2A61B4AD...
Enio Lazzer, COO & CFO

Schedule 'A'
to Intellectual Property Security Agreement

Trademarks

Owner	Trademark Registration No. / Application No.	Issue / Application Date	Jurisdiction
LeaseLock, Inc.	Serial No.: 87679808 Reg. No.: 5559584	June 26, 2018	USPTO
LeaseLock, Inc.	Serial No.: 87688910 Reg. No.: 5549183	June 12, 2018	USPTO
LeaseLock, Inc.	Serial No.: 87698318 Reg. No.: 5549240	June 12, 2018	USPTO
LeaseLock, Inc.	Serial No.: 88097661 Reg. No.: 5738922	February 12, 2019	USPTO
LeaseLock, Inc.	Serial No.: 88097672 Reg. No.: 5738923	February 12, 2019	USPTO
LeaseLock, Inc.	Serial No.: 88103376 Reg. No.: 5739011	February 12, 2019	USPTO
LeaseLock, Inc.	Serial No.: 87850736 Reg. No.: 5606167	August 28, 2018	USPTO
LeaseLock, Inc.	Serial No.: 87850742 Reg. No.: 5606168	Registration Date: November 13, 2018	USPTO
LeaseLock, Inc.	Serial No.: 88321183 Reg. No.: 5856878	Registration Date: September 10, 2019	USPTO
LeaseLock, Inc.	Serial No.: 88321187 Reg. No.: 5856879	Registration Date: September 10, 2019	USPTO
LeaseLock, Inc.	Serial No.: 88321188 Reg. No.: 5856880	Registration Date: September 10, 2019	USPTO