

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703121

<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>
ZEEL NETWORKS, INC.		01/12/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MULTIPLIER CAPITAL II, LP		
<b>Street Address:</b>	1920 L STREET NW		
<b>Internal Address:</b>	SUITE 550		
<b>City:</b>	WASHINGTON		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90537331	HEALTH CARE FEELS BETTER AT HOME	
<b>Serial Number:</b>	90438259	BECAUSE HEALTH CARE FEELS BETTER AT HOME	
<b>Serial Number:</b>	88158344	WELLNESS ON THE WAY	
<b>Registration Number:</b>	5513482	MASSAGE ON DEMAND	
<b>Registration Number:</b>	5683298	MASSAGE ON DEMAND	
<b>Registration Number:</b>	5153017	THE MOST TRUSTED NAME IN MASSAGE	
<b>Registration Number:</b>	5123129	POWERING MASSAGE EVERYWHERE	
<b>Registration Number:</b>	5049927	RELIEVING THE SIDE EFFECTS OF LIFE	
<b>Registration Number:</b>	4970001	WE'VE GOT YOUR BACK	
<b>Registration Number:</b>	5023343	Z	
<b>Registration Number:</b>	6292969	ZEEL	
<b>Registration Number:</b>	4467536	ZEEL	
<b>Registration Number:</b>	6158713	ZEEL	
<b>Registration Number:</b>	5049803	THE ZEEL BLOG	
<b>Registration Number:</b>	5049251	ZEEL CONCIERGE	
<b>Registration Number:</b>	5527747	ZEEL SPA	
<b>Registration Number:</b>	5833003	ZEEL@WORK	
<b>Registration Number:</b>	6563180	ZEEL@OT	

CH \$490.00 90537331

Property Type	Number	Word Mark
Registration Number:	5963360	ZEN PERFORMANCE

**CORRESPONDENCE DATA**

**Fax Number:** 4048853900

*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.*

**Phone:** 4048853868

**Email:** rusty.close@troutman.com

**Correspondent Name:** CHRISTOPHER CLOSE

**Address Line 1:** TROUTMAN PEPPER LLP

**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 3000

**Address Line 4:** ATLANTA, GEORGIA 30308-2216

<b>ATTORNEY DOCKET NUMBER:</b>	251096.000026
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.
<b>SIGNATURE:</b>	/Christopher C. Close Jr./
<b>DATE SIGNED:</b>	01/19/2022

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 12, 2022, by and between **MULTIPLIER CAPITAL II, LP** (“Multiplier”) and **ZEEL NETWORKS, INC.**, a Delaware corporation, **ZEEL WORKFORCE MANAGEMENT, LLC**, a Delaware limited liability company, and **ZEEL STORE, LLC**, a Delaware limited liability company (jointly and severally, individually and collectively, “Grantor”), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated January 12, 2022 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright

Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

45W 45<sup>th</sup> Street, 16<sup>th</sup> Floor  
New York, New York 10036

Zeel Networks, Inc.

By: Samer Hamadeh  
Name: Samer Hamadeh  
Title: Chief Executive Officer

Zeel Workforce Management, LLC

By: Samer Hamadeh  
Name: Samer Hamadeh  
Title: Chief Executive Officer

Zeel Store, LLC

By: Samer Hamadeh  
Name: Samer Hamadeh  
Title: Chief Executive Officer

Address of Multiplier:

1920 L Street NW, Suite 550  
Washington, DC 20036

Multiplier Capital II, LP

By: Multiplier Capital II GP, LLC,  
Its General Partner

By: Ray Boone  
Name: Ray Boone  
Title: Managing Member

SCHEDULE A

Trademarks

Description	Owner	US Registration/Application Number	US Registration/Application Date	Status
BECAUSE HEALTH CARE FEELS BETTER AT HOME	Zeel Networks, Inc.		12/31/2020	Pending
HEALTH CARE FEELS BETTER AT HOME	Zeel Networks, Inc.		2/20/21	Pending
WELLNESS ON THE WAY	Zeel Networks, Inc.		10/17/2018	Pending
MASSAGE ON DEMAND	Zeel Networks, Inc.	5,513,482	07/10/2018	Registered
MASSAGE ON DEMAND	Zeel Networks, Inc.	5,683,298	02/26/2019	Registered
THE MOST TRUSTED NAME IN MASSAGE	Zeel Networks, Inc.	5,153,017	02/28/2017	Registered
POWERING MASSAGE EVERYWHERE	Zeel Networks, Inc.	5,123,129	01/17/2017	Registered
RELIEVING THE SIDE EFFECTS OF LIFE	Zeel Networks, Inc.	5,049,927	09/27/2016	Registered
WE'VE GOT YOUR BACK	Zeel Networks, Inc.	4,970,001	05/31/2016	Registered
Z	Zeel Networks, Inc.	5,023,343	08/16/2016	Registered
ZEEL	Zeel Networks, Inc.	6,292,969	03/16/2021	Registered
ZEEL	Zeel Networks, Inc.	4,467,536	01/14/2014	Registered
ZEEL	Zeel Networks, Inc.	6,158,713	09/22/2020	Registered
THE ZEEL BLOG	Zeel	5,049,803	09/27/2016	Registered

	Networks, Inc.			
ZEEL CONCIERGE	Zeel Networks, Inc.	5,049,251	09/27/2016	Registered
ZEEL SPA	Zeel Networks, Inc.	5,527,747	07/31/2018	Registered
ZEEL@WORK	Zeel Networks, Inc.	5,833,003	08/13/2019	Registered
ZEELOT	Zeel Networks, Inc.	6,563,180	11/16/2021	Registered
ZEN PERFORMANCE	Zeel Networks, Inc.	5,963,360	01/14/2020	Registered

SCHEDULE B

Patents and Patent Applications

None.



SCHEDULE C

Copyrights Registered with the United States Copyright Office

<b>Description</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>
Advertisement Collection: Zeel Social May 2016	Zeel Networks, Inc.	VA0002021195	6/15/2016
Zeel Agreement	Zeel Networks, Inc.	TX0008219474	2/5/2016
Zeel computer app graphics and animations: Android consumer	Zeel Networks, Inc.	VA0001957888	4/28/2015
Zeel computer app graphics and animations: iOS consumer	Zeel Networks, Inc.	VA0001957887	4/28/2015
Zeel computer application: Android consumer	Zeel Networks, Inc.	TX0008154885	4/16/2015
Zeel computer application: Android therapist	Zeel Networks, Inc.	TX0008154536	4/17/2015
Zeel computer application: iOS consumer	Zeel Networks, Inc.	TX0008154531	4/17/2015
Zeel computer application: iOS therapist	Zeel Networks, Inc.	TX0008105191	4/28/2015
Zeel Protocols and Policies 2020	Zeel Networks, Inc.	TX0008881062	7/8/2020
Zeel website II: FAQs	Zeel Networks, Inc.	TX0008129607	4/29/2015
Zeel Website II (zeel.com)	Zeel Networks, Inc.	VA0001982901	4/9/2015
Zeel Website III	Zeel		8/31/2016

(zeel.com)	Networks, Inc.	VA0002029506	
Zeel Website IV	Zeel Networks, Inc.	VA0002086560	2/9/2017
Zeel Website (zeel.com)	Zeel Networks, Inc.	VA0001876272	9/17/2013