

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM736250

<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>
REEBEE INC.		06/22/2022	Corporation: ONTARIO
FLIPP CORPORATION		06/22/2022	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 300		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5238929	FLYERTOWN	
<b>Registration Number:</b>	5207051	FLIPP	
<b>Registration Number:</b>	5215935	FLIPP	
<b>Registration Number:</b>	5929623	FLIPP	
<b>Registration Number:</b>	5929624	FLIPP	
<b>Serial Number:</b>	88982999	RB	
<b>Serial Number:</b>	88982989	REEBEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	617.526.9836		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Kristin E. Reimels		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	11964-484		
<b>NAME OF SUBMITTER:</b>	Kristin E. Reimels		

CH \$190.00 5238929

<b>SIGNATURE:</b>	/Kristin E. Reimels/
<b>DATE SIGNED:</b>	06/22/2022
<b>Total Attachments: 5</b> source=Flipp - Trademark Security Agreement (Executed)#page1.tif source=Flipp - Trademark Security Agreement (Executed)#page2.tif source=Flipp - Trademark Security Agreement (Executed)#page3.tif source=Flipp - Trademark Security Agreement (Executed)#page4.tif source=Flipp - Trademark Security Agreement (Executed)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of dated as of June 22, 2022, by REEBEE INC., a corporation corporation formed under the laws of the Province of Ontario and FLIPP CORPORATION, a corporation corporation formed under the laws of the Province of Ontario (each a "Grantor" and together the "Grantors"), in favor of MidCap Financial Trust, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of June 22, 2022 by and among certain affiliates of the Grantors from time to time party thereto, Agent, and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans for the benefit of certain affiliates of the Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor and certain affiliates of such Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity, or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**REEBEE INC.**, a corporation formed under the laws of the Province of Ontario

DocuSigned by:  
By: Michael Silverman  
Name: Michael Silverman  
Title: Director

**FLIPP CORPORATION**, a corporation formed under the laws of the Province of Ontario

DocuSigned by:  
By: Michael Silverman  
Name: Michael Silverman  
Title: Director and Chief Executive Officer


ACCEPTED AND ACKNOWLEDGED BY:

**MIDCAP FINANCIAL TRUST**, as Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,

By:

  
Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]


**TRADEMARK**  
**REEL: 007759 FRAME: 0006**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

Flipp Corporation:

<b>Jurisdiction</b>	<b>Document #</b>	<b>Title</b>	<b>Filed</b>	<b>Registered Date</b>	<b>Status</b>
US	5,238,929	Flyertown	14-Nov-11	11-Jul-17	Registered
US	5,207,051	Flipp	11-Apr-14	23-May-17	Registered
US	5,215,935	Flipp Design	11-Apr-14	6-Jun-17	Registered
US	5,929,623	Flipp	28-Oct-16	10-Dec-19	Registered
US	5,929,624	Flipp Design	28-Oct-16	10-Dec-19	Registered

Reebee Inc.:

<b>Jurisdiction</b>	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
United States	Reebee Inc.	 RB Logo (class 42)	88982999	Priority 2019-10-04
United States	Reebee Inc.	REEBEE (class 42)	88982989	Priority 2019-10-04