

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHATBOOKS, INC.		04/08/2022	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: 9			
Property Type	Number	Word Mark	
Registration Number:	5716558	HOLD WHAT MATTERS	
Registration Number:	5628885	HOLD ON TO WHAT MATTERS	
Registration Number:	5471333		
Registration Number:	5471332		
Registration Number:	5466282	CHATBOOKS	
Registration Number:	5466281	CHATBOOKS	
Registration Number:	4968312	CHATBOOKS	
Registration Number:	4964400	HOLD ON TO WHAT MATTERS	
Registration Number:	4964399	HOLD WHAT MATTERS	
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		
NAME OF SUBMITTER:	LEE ANN DILLON		

OP \$240.00 5716558

SIGNATURE:	/LEE ANN DILLON/
DATE SIGNED:	08/25/2022
Total Attachments: 4 source=04_IP Security Agreement_Chatbooks#page1.tif source=04_IP Security Agreement_Chatbooks#page2.tif source=04_IP Security Agreement_Chatbooks#page3.tif source=04_IP Security Agreement_Chatbooks#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT dated with effect April 8, 2022 (“**Agreement**”), between **Chatbooks, Inc.** (“**Borrower**”), with and for the benefit of **ESPRESSO CAPITAL LTD.** (“**Espresso**”) as administrative and collateral agent on behalf the Lender (as defined in the Loan Facility and Security Agreement).

WHEREAS, pursuant to the Loan Facility and Security Agreement between Borrower, Espresso and the Lender dated April 8, 2022, 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, in each case, solely to the extent constituting Collateral (the “**IP Collateral**”):
 - (a) all its trademarks, copyrights, and patents and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, copyright or patent, including, without limitation, those applications for, and registrations of, trademarks, copyrights and patents set forth 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 IP 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 IP 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.

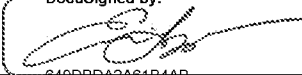
Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Chatbooks, Inc.

DocuSigned by:

By _____
Nathan J. Quigley, CEO



ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd., for itself and on behalf of
the Lender

DocuSigned by:

By _____
Enio Lazzar, COO & CFO

Schedule 'A'
to Intellectual Property Security Agreement

Trademarks (US)

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
HOLD WHAT MATTERS	87566635	5716558		08/12/2017
HOLD ON TO WHAT MATTERS	87566642	5628885		08/12/2017
	87529923	5471333		07/16/2017
	87529922	5471332		07/16/2017
CHATBOOKS	87529920	5466282		07/16/2017
CHATBOOKS	87529916	5466281		07/16/2017
CHATBOOKS	86779963	4968312		10/06/2015
HOLD ON TO WHAT MATTERS	86779983	4964400		10/06/2015
HOLD WHAT MATTERS	86779976	4964399		10/06/2015

Copyrights (US)

Please Check if No Copyrights Exist

Patents (US)

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
MEDIA-CONNECTING DEVICE TO CONNECT PRINTED MEDIA TO NON-STATIC DIGITAL MEDIA	N/A	16360881	Published	