

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLIPP OPERATIONS INC.		09/19/2022	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust		
Street Address:	7255 WOODDMONT AVENUE		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5929623	FLIPP	
Registration Number:	5207051	FLIPP	
Registration Number:	5929624	FLIPP	
Registration Number:	5215935	FLIPP	
Registration Number:	5238929	FLYERTOWN	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	617.526.9836		
Email:	ypan@proskauer.com		
Correspondent Name:	Kristin E. Reimels		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11964-484		
NAME OF SUBMITTER:	Kristin E. Reimels		
SIGNATURE:	/Kristin E. Reimels/		
DATE SIGNED:	09/19/2022		

CH \$140.00 5929623

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2022, by FLIPP OPERATIONS INC., a corporation corporation formed under the laws of the Province of Ontario (the "Grantor"), 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 Grantor 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 Grantor;

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 the Grantor and certain affiliates of the 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 June 22, 2022 (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, the 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, the 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, the 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 the 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 the 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. The 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, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLIPP OPERATIONS INC., a corporation formed under the laws of the Province of Ontario

DocuSigned by:

Michael Silverman

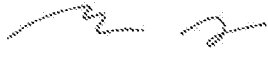
By: _____
Name: Michael Silverman
Title: Chief Executive Officer

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REG. NO.	REG. DATE	OWNER INFORMATION
FLIPP	87219877	Registered	5929623	Dec. 10, 2019	FLIPP OPERATIONS INC.
FLIPP	86249954	Registered	5207051	May 23, 2017	FLIPP OPERATIONS INC.
	87219938	Registered	5929624	Dec. 10, 2019	FLIPP OPERATIONS INC.
	86249916	Registered	5215935	Jun. 06, 2017	FLIPP OPERATIONS INC.
FLYERTOWN	85471393	Registered	5238929	Jul. 11, 2017	FLIPP OPERATIONS INC.