

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUEST-TEK INTERACTIVE ENTERTAINMENT INC.		10/27/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	525 8th Avenue SW		
Internal Address:	12th Floor		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T2P 1G1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3166482	IBAHN	
Registration Number:	3163928	IBAHN	
Registration Number:	3166481	IBAHN	
Registration Number:	3163927	IBAHN	
Registration Number:	3777220	ITRAVELLER	
Registration Number:	3414977	IBAHN SPEED SOLUTION	
Registration Number:	3267603	IBAHN	
Registration Number:	3267558	IBAHN	
Registration Number:	3267557	IBAHN	
Registration Number:	3267556	IBAHN	
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:	6196992515		
Email:	nick.janda@dentons.com		
Correspondent Name:	Nicholas Janda		
Address Line 1:	4655 Executive Dr		

OP \$265.00 3166482

Address Line 2: Suite 700
Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER: Nicholas Janda

SIGNATURE: /Nicholas Janda/

DATE SIGNED: 11/30/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of October 27, 2022, is made by and among GUEST-TEK INTERACTIVE ENTERTAINMENT INC., a California corporation (the "**Grantor**") in favor of BANK OF MONTREAL, a Canadian chartered bank (together with its affiliates, and their successors and assigns, the "**Lender**").

WHEREAS, Guest Tek Interactive Entertainment Ltd., as borrower (the "**Borrower**"), the Grantor, as a guarantor, and the Lender, *inter alios*, have entered into a letter loan agreement dated as of October 27, 2022 (as it may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Loan Agreement**");

AND WHEREAS, as a condition precedent to the Lender extending certain credit facilities and accommodations to the Borrower under the Loan Agreement, the Grantor has executed and delivered to the Lender a certain Pledge and Security Agreement dated as of October 27, 2022, made by and among the Grantors and the Lender (as it may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Pledge and Security Agreement**");

AND WHEREAS, under the terms of the Pledge and Security Agreement, Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and the Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations set forth on Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Pledge and Security Agreement, which is hereby incorporated by reference. The provisions of the Pledge and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Pledge and Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GUEST-TEK INTERACTIVE
ENTERTAINMENT INC.



By:

Name: Kathryn Levy
Title: CEO and President



By:

Name: Sandip Lalli
Title: Chief Strategy and Financial Officer

I/We have authority to bind the company

Address for Notices:

777 – 8th Avenue SW, Suite 600
Calgary, Alberta, Canada T2P 3R5

AGREED TO AND ACCEPTED:

BANK OF MONTREAL

By:

Malik Amery

Name: Malik Amery

Title: Managing Director

Aline Takla Pique

Name: Aline Takla Pique

Title: Director

I/we have authority to bind the bank

Address for Notices:

525 – 8th Avenue SW.

Calgary, Alberta, T2P 1G1

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
IBAHN	US	3,166,482	10/31/2006	Guest-Tek Interactive Entertainment Inc.
IBAHN	US	3,163,928	10/24/2006	Guest-Tek Interactive Entertainment Inc.
IBAHN	US	3,166,481	10/31/2006	Guest-Tek Interactive Entertainment Inc.
IBAHN	US	3,163,927	10/24/2006	Guest-Tek Interactive Entertainment Inc.
ITRAVELLER	US	3,777,220	10/10/2006	Guest-Tek Interactive Entertainment Inc.
IBAHN SPEED SOLUTION	US	3,414,977	04/22/2008	Guest-Tek Interactive Entertainment Inc.
IBAHN (Logo)	US	3,267,603	07/24/2007	Guest-Tek Interactive Entertainment Inc.
IBAHN (Logo)	US	3,267,558	07/24/2007	Guest-Tek Interactive Entertainment Inc.
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