

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM779405

<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>
QLess, Inc.		12/31/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	9355 Wilshire Blvd., Suite 102		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90465830	QLESS	
<b>Serial Number:</b>	86553664	THE WAIT IS OVER	
<b>Serial Number:</b>	86013716	MOBILE WAIT MANAGEMENT	
<b>Serial Number:</b>	86013711	MOBILE LINE MANAGEMENT	
<b>Serial Number:</b>	86006370	MOBILE QUEUEING	
<b>Serial Number:</b>	85161169	QLESS	
<b>Serial Number:</b>	85857784	FLEXAPPOINTMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	16197040689		
<b>Email:</b>	gmorris@gcalaw.com		
<b>Correspondent Name:</b>	Gregori Morris		
<b>Address Line 1:</b>	7831 Modern Oasis Drive		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92108		
<b>NAME OF SUBMITTER:</b>	Gregori M. Morris		
<b>SIGNATURE:</b>	/Gregori M. Morris/		
<b>DATE SIGNED:</b>	01/09/2023		

OP \$190.00 90465830

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 31, 2022 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and QLESS, INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of January 21, 2022 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

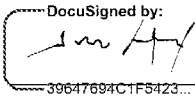
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

QLESS, INC., a Delaware corporation

By:    
39647694C1F5423...

Name: James Harvey


Title: Chief Executive Officer

Address for Notices:

Attn: James Harvey, CEO  
150 S. Los Robles Ave., Suite 900  
Pasadena, CA 91101  
Email: james.harvey@qless.com

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By:    
BD4B7FC552E4423...

Name: Lila Janakievski

Title: Senior Vice President

Address for Notices:

Attn: Lila Janakievski  
9355 Wilshire Blvd., Suite 102  
Beverly Hills, CA 90210  
Tel: (424) 395-9040  
Email: lila.janakievski@bridgebank.com

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

## EXHIBIT B

## TRADEMARKS

Please Check if No Trademarks Exist 

<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>
QLESS (logo)	90465830	6567342		1/14/2021
THE WAIT IS OVER	86553664	4962542		3/4/2015
MOBILE WAIT MANAGEMEMENT	86013716	4714171		7/18/2013
MOBILE LINE MANAGEMEMENT	86013711	4661211		7/18/2013
MOBILE QUEUEING	86006370	4661208		7/10/2013
QLESS	85161169	4079002		10/26/2010
FLEXAPPOINTMENTS	85857784	4516068		2/22/2013

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Queue and Reservation Management System	US 2020/0286004	16/654,972	Published	9/10/2020
Queue and Reservation Management System	US 2017/0011311	15/276,683	Published	1/12/2017
Electronic Queuing Systems and Methods	US 2014/0343995	14/451,372	Published	11/20/2014
Electronic Queuing Systems and Methods	8,831,963	13/157,254	Issued	9/09/2014