

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBLOCK CORPORATION		01/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	81 Bay Street, 10 Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 097		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1371661	HOUSTON AUTO AUCTION	
Serial Number:	97416513	EBLOCK	
Serial Number:	97543295	LIVELANES	
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>			
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu c/o Cooley LLP		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	313569-188		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	/Jennifer Gu/		
DATE SIGNED:	02/01/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of January 31, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and EBLOCK CORPORATION, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor entered into that certain Secured Guaranty, dated as of April 26, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty**”), in connection with that certain Credit Agreement dated as of April 26, 2021, as amended by the First Amendment to Credit Agreement dated as of September 27, 2021, the Second Amendment to the Credit Agreement, Consent and Acknowledgement dated as of February 21, 2022 and the Third Amendment, Waiver and Consent dated as of June 1, 2022 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Bank and EBlock Inc., a corporation existing under the laws of Canada and EDealer Inc., a corporation existing under the laws of Canada (collectively, “**Borrowers**”, and each, a “**Borrower**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Secured Obligations are secured by the Collateral (as defined in the Guaranty), including without limitation, all of Grantor’s Intellectual Property.

C. Bank and Borrowers are entering into that certain Fourth Amendment to Credit Agreement and Consent, dated as of the date hereof (the “**Fourth Amendment**”), pursuant to which the parties will amend certain terms of the Credit Agreement and Bank will consent to the purchase by Grantor of certain assets of Houston Auto Auction Inc. (“**Seller**”), including but not limited to all of Seller’s Intellectual Property, pursuant to that certain Asset Purchase Agreement, dated as of January 31, 2023, by and between Grantor and Seller.

D. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Fourth Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Guaranteed Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

EBlock Corporation
212 Battery Street
Suite #3
Burlington, Vermont 05401 U.S.A.
Attention: Andy Bohlin, CFO

GRANTOR:

EBLOCK CORPORATION

By: 
Name: Jason McClenahan
Title: President

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10 Floor
Toronto, Ontario
M5J 097
Attention: Paul McKinlay; Josh Olawale

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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EBlock Corporation
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Suite #3
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Attention: Andy Bohlin, CFO

GRANTOR:

EBLOCK CORPORATION

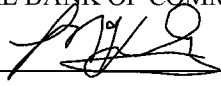
By: _____
Name:
Title:

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10 Floor
Toronto, Ontario
M5J 0Y7
Attention: Paul McKinlay; Josh Olawale

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Paul McKinlay
Title: Authorized Signatory

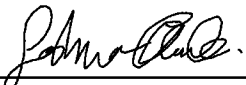
By:  _____
Name: Josh Olawale
Title: Authorized Signatory

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
NONE			

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
EBLOCK CORPORATION	AUCTION PLATFORM	U.S. Provisional Patent Application Serial No.: 63/386,681	Filed: December 9, 2022

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
EBLOCK CORPORATION	HOUSTON AUTO AUCTION	1371661	11/19/1985
EBLOCK CORPORATION	EBLOCK	97416513	05/18/2022
EBLOCK CORPORATION	LIVELANES	97543295	08/10/2022