

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QLess, Inc.		02/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CELTIC BANK CORPORATION		
Street Address:	268 S State St		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90465830	QLESS	
Serial Number:	85161169	QLESS	
Serial Number:	85857784	FLEXAPPOINTMENTS	
Serial Number:	86013711	MOBILE LINE MANAGEMENT	
Serial Number:	86006370	MOBILE QUEUEING	
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:	8013206588		
Email:	lrinaldi@celticbank.com		
Correspondent Name:	Leslie Rinaldi		
Address Line 1:	268 S State St		
Address Line 2:	Ste 300		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Leslie K Rinaldi		
SIGNATURE:	// Leslie K Rinaldi //		
DATE SIGNED:	03/02/2023		
Total Attachments: 6			

OP \$140.00 90465830

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Loan #: 17500370

Principal Loan Amount: \$6,250,000.00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of February 21, 2023 is made by QLess, Inc. a Delaware corporation ("Borrower") in favor of Celtic Bank Corporation (the "Lender"), a Utah state corporation.

WHEREAS, the Borrower and Guarantor have entered into a Business Loan Agreement dated as of February 21, 2023 (the "Loan Agreement"), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of February 21, 2023 made by and between the Borrower and the Lender (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Borrower and Guarantor have granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and Guarantor and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright 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. Borrower and Guarantor hereby pledge and grant to the Lender a security interest in and to all of the right, title, and interest of Borrower and Guarantor in, to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

(c) the trade secrets set forth in Schedule 3 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trade Secrets");

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

(e) 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

(f) 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. Borrower and Guarantor authorize the Commissioner for Patents to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control

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over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

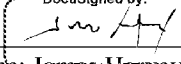
4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP 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 IP Security Agreement.

5. Successors and Assigns. This IP 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 IP 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 IP 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Borrower and Guarantor have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

QLESS, INC.

DocuSigned by:
By: 
Name: James Harvey
Title: President & Chief Executive Officer

Address for Notices:

21 Miller Alley, Suite 210
Pasadena, CA 91103-3643

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Principal Loan Amount: \$6,250,000.00

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

DocuSigned by:
By: Daniel Godfrey
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Name: Daniel Godfrey

Title: Senior Vice President

Address for Notices:

268 S. State Street, Suite 300
Salt Lake City, UT 84111

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Principal Loan Amount: \$6,250,000.00

SCHEDULES**SCHEDULE 1****PATENTS**

GRANTED PATENTS					
Title	Jurisdiction	Application Number	Patent Number	Issue/Filing Date	Record Owner
Electronic Queuing Systems and Methods	United States	13/157,254	8,831,963	9/9/2014	QLess, Inc.
PROVISIONAL PATENTS / PUBLICATIONS					
Title	Jurisdiction	Application Number	Publication Number	Application Date	Applicant/Assignee
Queue and Reservation Management System	United States	15/276,683	2017/0011311 A1	September 26, 2016	QLess, Inc.
Electronic Queuing Systems and Methods	United States	14/451,372	2014/0343995 A1	August 4, 2014	QLess, Inc.

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SCHEDULE 2
TRADEMARKS

Word Mark	Jurisdiction	Serial Number/Registration Number	Filing Date / Registration Date	Record Owner
QLESS	United States	90465830 / 6567342	January 14, 2012 / November 23, 2021	QLess, Inc.
QLESS	United States	85161169 / 4079002	October 26, 2010 / January 3, 2012	QLess, Inc.
FLEXAPPOINTMENTS	United States	85857784 / 4516068	February 22, 2013 / July 16, 2013	QLess, Inc.
MOBILE LINE MANAGEMENT	United States	86013711 / 4661211	July 18, 2013 / December 23, 2014	QLess, Inc.
MOBILE QUEUEING	United States	86006370 / 4661208	July 10, 2013 / December 23, 2014	QLess, Inc.

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SCHEDULE 3

TRADE SECRETS

Trade Secret Collateral shall include common law and statutory trade secrets and all other confidential or proprietary information and all know-how obtained by or used in or contemplated at any time for use in the business of any Grantor (including all patent applications in preparation for filing anywhere in the world) (all of the foregoing being collectively “Trade Secrets”), whether or not such Trade Secret has been reduced to a writing or other tangible form (including all documents and things embodying, incorporating or referring in any way to such Trade Secret) all Trade Secret licenses, including each Trade Secret license referred to in this Schedule 3, and including the right to sue for, to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

Trade Secret Licenses

QLess, Inc. provides cloud-based mobile queuing applications to manage wait times and sales, providing appointment scheduling and queue management.