

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAYUP, INC.		03/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank Of Commerce		
Street Address:	81 Bay Street, 10th Floor		
Internal Address:	Ontario		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 1E7		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5068634	LOOKSHARP	
Registration Number:	5096636	WAYUP	
Serial Number:	97258634	WAYUP	
Serial Number:	97258639	W	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048852735		
Email:	trademarks@troutman.com		
Correspondent Name:	Majda Muhic, Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 2:	Troutman Pepper		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	249023.000019		
NAME OF SUBMITTER:	Majda Muhic		
SIGNATURE:	/Majda Muhic/		
DATE SIGNED:	03/22/2023		

CH \$115.00 5068634

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of March 16, 2023 by and between CANADIAN IMPERIAL BANK OF COMMERCE, as lender ("Lender"), and WAYUP, INC., a Delaware corporation, as borrower ("Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and RECSOLU, INC., a Delaware corporation ("Yello"), in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and among Grantor, Yello and Lender.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Documents.

C. Pursuant to the terms of the Loan Documents, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Documents, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Documents and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from

multiple separate counterparts and attached to a single counterpart. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

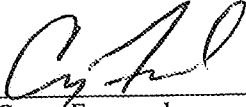
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

WayUp, Inc.
55 East Monroe Street
Suite 3600
Chicago, Illinois
Attn: Corey Ferengul, Chief Executive Officer
email: corey.ferengul@yello.co

GRANTOR:

WAYUP, INC.

By: 
Name: Corey Ferengul
Title: Chief Executive Officer

Address of Lender:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attn: Andrew Schwartz
Telephone: (312) 564-3826
Email: andrew.schwartz@cibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

WAYUP, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008027 FRAME: 0432

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

WayUp, Inc.
55 East Monroe Street
Suite 3600
Chicago, Illinois
Attn: Corey Ferengul, Chief Executive Officer
email: corey.ferengul@yello.co

GRANTOR:

WAYUP, INC.

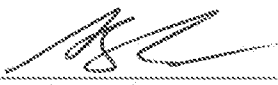
By: _____
Name: Corey Ferengul
Title: Chief Executive Officer

Address of Lender:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attn: Andrew Schwartz
Telephone: (312) 564-3826
Email: andrew.schwartz@cibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Andrew Schwartz
Title: Assistant General Manager

By: _____
Name: Kurt Nichols
Title: Assistant General Manager

WAYUP, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008027 FRAME: 0433

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

WayUp, Inc.
55 East Monroe Street
Suite 3600
Chicago, Illinois
Attn: Corey Ferengul, Chief Executive Officer
email: corey.ferengul@yello.co

GRANTOR:

WAYUP, INC.

By: _____
Name: Corey Ferengul
Title: Chief Executive Officer

Address of Lender:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attn: Andrew Schwartz
Telephone: (312) 564-3826
Email: andrew.schwartz@cibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Andrew Schwartz
Title: Assistant General Manager

By: 
Name: Kurt Nichols
Title: Assistant General Manager

EXHIBIT A

Copyrights

Title	Registration No.	Registration Date
None.		


EXHIBIT B

Patents

Title	Application No.	Registration No.	Date Filed
None.			

EXHIBIT C

Trademarks

Mark	Registration No.	Date Filed
LOOKSHARP	5,068,634	10/25/2016
WAYUP (& design)	5,096,636	12/06/2016
WayUp	N/A (Serial No. 97258634)	02/08/2022
W 	N/A (Serial No. 97258639)	02/08/2022