

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guarantr, Inc.		04/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	81 Bay Street, 10th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 0E7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88530107	THEGUARANTORS	
Serial Number:	88530262	GUARANTI	
Serial Number:	88530284	SECURITI	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1963717		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	04/18/2023		
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 April 18, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and GUARANTR, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

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 Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property to the extent constituting Collateral. 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 solely to include any Intellectual Property registrations or applications for registrations 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.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Address of Grantor:

One World Trade Center
Suite 77D
New York, NY 10017

GRANTOR:

GUARANTR, INC.

By:  _____

Name: Julien Bonneville

Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street
10th Floor
Toronto, Ontario M5J 0E7
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement (Guarantr, Inc.)]

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

Address of Grantor:

One World Trade Center
Suite 77D
New York, NY 10017

GRANTOR:

GUARANTR, INC.

By: _____
Name: Julian Bonneville
Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street
10th Floor
Toronto, Ontario M5J 0E7
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Sasha Konjkave
Title: Authorized Signatory

By: _____
Name: Eric Laflamme
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement (Guarantr, Inc.)]

EXHIBIT A

COPYRIGHTS

(Check here if N/A)

Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date

[Exhibit A (Copyrights)]

EXHIBIT B

PATENTS

(Check here if N/A)

Description	Patent/Application No.	Issue/Application Date

[Exhibit B (Patents)]

EXHIBIT C

TRADEMARKS

(Check here if N/A)

Description	Registration/Serial No.	Registration/Application Date
thegarantors	88530107	07/23/2019
garanti	88530262	07/23/2019
securiti	88530284	07/23/2019

[Exhibit C (Trademarks)]

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RECORDED: 04/18/2023

**TRADEMARK
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