

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yeroosha, inc.		04/06/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6910798	BLANKET	
Registration Number:	6413144	YEROOSHA	
Registration Number:	6258519	INSURE YOUR FAMILY	
Registration Number:	6034062	MYDEZIGN	
Serial Number:	97589219	ALL YOUR COVERAGE UNDER ONE BLANKET	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128768000		
Email:	angelica.pogson@dentons.com		
Correspondent Name:	Dentons US LLP		
Address Line 1:	P.O. Box 1302		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Angelica Pogson		
SIGNATURE:	/angelica pogson/		
DATE SIGNED:	04/13/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of April 6, 2023 is made by and between Yeroosha, Inc., a Florida Corporation (the "**Grantor**") in favor of BANK OF MONTREAL, as lender (the "Lender").

WHEREAS, the Grantor has entered into an Offer of Finance dated as of April 6, 2023 (the "**Loan Agreement**"), by and among Brian Seiferlein Insurance Agency, P.C., a Michigan corporation (the "**Borrower**"), the Grantor, the Lender and the other parties party there;

WHEREAS, as a condition precedent to the making of the loans by the Lender to the Borrower under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of April 6, 2023, made by and between the Grantor and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark 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. Grantor hereby pledges and grants to the Lender, for the benefit of itself and as representative for the benefit of its affiliates, a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

(c) 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

(d) 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. Grantor authorizes and requests the United States Patent and Trademark Office record and register this Trademark Security Agreement upon request by the Lender.

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

4. Execution in Counterparts. This Trademark 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) or by electronic signature (such as DocuSign) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Yeroosha, Inc. DocuSigned by:
By: Elizabeth Lipkowitz
Name: Elizabeth Lipkowitz
Title: President
Address for Notices: 9429
HARDING AVENUE #260 MIAMI, FL
33154

AGREED TO AND ACCEPTED:

BANK OF MONTREAL
By: _____
Name:
Title:
Address for Notices:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Yeroosha, Inc.

By: _____


Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

BANK OF MONTREAL

By:  Signé par OLIVIER R. LALONDE
le 2023-04-06 16:59:38 EDT _____

Name: Olivier Robillard-Lalonde

Title: Director

Address for Notices:

Bank of Montreal, Chicago Branch

320 South Canal Street

Chicago, Illinois 60606

C/o Jeffrey Daniels

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
blanket	US	6,9107,98	Nov. 29, 2022	Yeroosha, Inc.
YEROOSHA	US	6,413,144	Jul. 06, 2021	Yeroosha, Inc.
INSURE YOUR FAMILY	US	6,258,519	Jan. 26, 2021	Yeroosha, Inc.
MYDEZIGN	US	6,034,062	Apr. 14, 2020	MY DEZIGN CORPORATION

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]
ALL YOUR COVERAGE UNDER ONE BLANKET	US	Pending	97589219	Sep. 13, 2022	Yeroosha, Inc.