

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843587

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TAPCENTIVE, INC.		10/02/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DELAWARE VALLEY REGIONAL ECONOMIC DEVELOPMENT FUND		
<b>Street Address:</b>	1500 Market Street		
<b>Internal Address:</b>	12th Floor - East Tower		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19102		
<b>Entity Type:</b>	Non-Profit Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88605826	SMARTSCRATCH	
<b>Serial Number:</b>	88716050	THE SMARTER WAY TO SCRATCH	
<b>Registration Number:</b>	4739875	TAPCENTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6103718506		
<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>			
<b>Phone:</b>	6099877050		
<b>Email:</b>	ejs@stevenslee.com		
<b>Correspondent Name:</b>	Elliott J. Stein		
<b>Address Line 1:</b>	100 Lenox Drive		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>NAME OF SUBMITTER:</b>	Elliott J. Stein		
<b>SIGNATURE:</b>	/varlawyer/		
<b>DATE SIGNED:</b>	10/04/2023		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 2, 2023, is made by TAPCENTIVE, INC., a Delaware corporation ("Grantor"), in favor of DELAWARE VALLEY REGIONAL ECONOMIC DEVELOPMENT FUND, a Pennsylvania nonprofit corporation (together with its successors and assigns, the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated of even date herewith, by and among the Lender and the Grantor and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated, or replaced from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement), Lender has made and/or will in the future make certain Loans to the Grantor upon the terms and subject to the conditions set forth in the Loan Agreement;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, between the Grantor and the Lender, as amended, restated, supplemented, or otherwise modified from time to time (the "Security Agreement"), Grantor has granted to Lender security interests in and liens upon substantially all of the Grantor's assets, including without limitation all of the Grantor's Intellectual Property and specifically including all of the Grantor's registered United States patents, trademarks and copyrights and all of the Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Intellectual Property Collateral" as hereinafter further defined); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), to perfect and/or protect all of Lender's security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement and the Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by the Grantor in any Collateral under the Loan Agreement, the Security Agreement, or any other Loan Document, to secure the prompt payment and performance of all Obligations to Lender, the Grantor hereby assigns, pledges, and grants to Lender a continuing security interest in and to and lien upon all of the Grantor's right, title, and interest in, to and under the following Collateral of the Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions, and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements, and insurance claims related thereto now or hereafter owned or licensed by the Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of the Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of the Grantor, and all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and to, and constituting a lien upon, the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been paid in full and all commitments under the Loan Agreement and the Security Agreement have been terminated.

Section 2. Security Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Lender pursuant to the Security Agreement and/or any of the other Loan Documents, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which, and of the Loan Agreement, are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and the Grantor hereby authorizes Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. The Grantor hereby covenants and agrees that promptly upon the acquisition by the Grantor of any new registerable Intellectual Property Collateral, Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 5.1(c) of the Loan Agreement following acquisition of such new Intellectual Property Collateral, deliver to Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Lender to secure the Obligations. Each Supplement is intended by the parties to be filed, and Grantor hereby authorizes Lender to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon the Grantor's acquisition of any right, title or interest therein, thereto or thereunder become part of the Intellectual Property Collateral hereunder. In the event that the Grantor acquires any such new Intellectual Property Collateral but Grantor fails for whatever reason to promptly execute and deliver a Supplement to Lender pursuant to this Section 5, the Grantor hereby authorizes Lender, acting under its power of attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of the Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Lender that Schedule 1 sets forth a full, complete, and correct list of all registerable Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Lender under the Loan Agreement or any of the other Loan Documents or otherwise available to Lender as a secured creditor at law or in equity, Lender may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lender under the Loan Agreement, the Security Agreement, or any other Loan

Document, the Grantor hereby authorizes Lender and its successors and assigns, and any officer, employee, attorney or Lender thereof, as the Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of the Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lender may deem necessary or desirable to create, protect, perfect or enforce the security interest provided for herein in and to the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of the Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of the Grantor any assignment, bill of sale or similar document or instrument which Lender may deem necessary or desirable for Lender to assign, pledge, convey or otherwise sell, transfer title in or to, or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of the Grantor any such assignment or bill of sale or other document executed by Lender or its successors and assigns, or any officer, employee, attorney or Lender thereof under this power of attorney. The Grantor hereby unconditionally ratifies all that any Person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Loan Agreement, the Security Agreement, and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations have been paid in full.

Section 9. Miscellaneous. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without reference to conflicts of laws principles. Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 8.16 of the Loan Agreement (Entire Agreement), Section 8.10 of the Loan Agreement (Indemnity), Section 8.2 of the Loan Agreement (Notices), Section 8.3 of the Loan Agreement (Reimbursement of Lender) and Section 8.11(a) of the Loan Agreement (Waiver of Trial by Jury) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

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

GRANTOR:

TAPCENTIVE, INC.

By: 

Name: Dave Wentker


Title: CEO

*Signature Page to Intellectual Property Security Agreement*

TRADEMARK  
REEL: 008216 FRAME: 0860

ACCEPTED AND AGREED  
as of the date first above written:

DELAWARE VALLEY REGIONAL  
ECONOMIC DEVELOPMENT FUND

By:   
\_\_\_\_\_

Name: John Coffman

Title: Executive Director

*Signature Page to Intellectual Property Security Agreement*



Schedule 1  
to  
Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

1. Patents and Patent Applications:

<u>Grantor</u>	<u>Patent/ Patent Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Expiration Date</u>
Tapcentive, Inc.	Secure nfc token supporting...	US20160261588A1	2016-03-03	N/A
Tapcentive, Inc.	Distributed generation of a coupon	US9639865B2	2017-05-02	2035-04-08
Tapcentive, Inc.	Secure distributed gambling...	US9911274B2	2018-03-06	2036-09-01
Tapcentive, Inc.	Personal gaming terminal...	US10366564B1	2019-07-30	2039-03-04
Tapcentive, Inc.	Electronic instant tickets for...	US10529187B2	2020-01-07	2038-07-05
Tapcentive, Inc.	System and method for allowing a consumer to play a plurality of virtual instant tickets...	US10593153B2	2020-03-17	2034-07-09
Tapcentive, Inc.	System for unlocking game play data...	US10695681B2	2020-06-30	2039-01-18
Tapcentive, Inc.	Process for allowing a consumer to play and redeem virtual instant tickets...	US10789808B1	2020-09-29	2040-05-06
Tapcentive, Inc.	Process for allowing a consumer to play and redeem virtual instant tickets...	CA3095518C	2021-10-19	2040-10-06
Tapcentive, Inc.	Process for allowing a consumer to play and redeem digital pull tabs...	US11263869B2	2022-03-01	2040-05-06
Tapcentive, Inc.	Method and system for predetermined games...	US 18/213,531	2023-06-23	N/A
Tapcentive, Inc.	Distributed generation of a coupon ...	US10360577	2019-07-23	

2. Trademarks and Trademark Applications:

<u>Grantor</u>	<u>Trademark/ Trademark Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Renewal Date</u>
Tapcentive, Inc.	SMARTSCRATCH	88605826	2020-12-08	2024-06-08
Tapcentive, Inc.	THE SMARTER WAY TO SCRATCH	88716050	2021-03-30	2024-09-30
Tapcentive, Inc.	TAPCENTIVE	4739875		Canceled 2021

3. Copyrights and Copyright Applications:

<u>Grantor</u>	<u>Copyright/ Copyright Applications</u>	<u>Number</u>	<u>Date</u>	<u>Expiration Date</u>
None.				