

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLIPP CORPORATION		08/16/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada dba RBC Capital Partners		
Street Address:	200 Bay Street, 4th Floor		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5929624	FLIPP	
Registration Number:	5929623	FLIPP	
Registration Number:	5207051	FLIPP	
Registration Number:	5215935	FLIPP	
Registration Number:	5238929	FLYERTOWN	
CORRESPONDENCE DATA			
Fax Number:	6046225656		
<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:	6046437942		
Email:	rrodrigues@mccarthy.ca		
Correspondent Name:	Vincent Yip c/o McCarthy Tétrault LLP		
Address Line 1:	745 Thurlow Street, Suite 2400		
Address Line 4:	Vancouver, BC, CANADA V6E0C5		
NAME OF SUBMITTER:	Vincent Kam Sun Yip		
SIGNATURE:	/Vincent Kam Sun Yip/		
DATE SIGNED:	11/14/2023		
Total Attachments: 5			
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OP \$140.00 5929624

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TRADEMARK

REEL: 008258 FRAME: 0009

TRADEMARK COLLATERAL AGREEMENT

This 16th day of August, 2023, FLIPP CORPORATION, a corporation existing under the laws of the Province of Ontario (“**Debtor**”), with its principal place of business and mailing address at 3250 Bloor St W #300, Etobicoke, ON M8X 2X9, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Royal Bank of Canada dba RBC Capital Partners (“**Lender**”), with its mailing address at 200 Bay Street, 4th Floor Toronto, ON M5J 2W7, and grants to the Lender a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in the general security agreement (as the same may be amended, modified, or restated from time to time, the “**General Security Agreement**”) dated as of August 16, 2023, among Debtor and Lender.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “**Intent-to-Use Applications**”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Lender.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the General Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Debtor of a manually signed paper trademark collateral agreement which has been converted into electronic form (such as scanned into PDF format), or an electronically signed trademark collateral agreement converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006 of the *Electronic Signatures in Global and National Commerce Act*, as it may be amended from time to time.

This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Debtor acknowledges that this Trademark Collateral Agreement is and shall be effective upon its execution and delivery by the Debtor to the Lender.

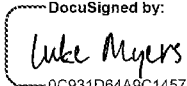
This Trademark Collateral Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

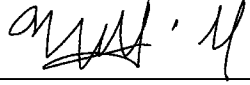
FLIPP CORPORATION

By:  _____
Name: Luke Myers
Title: President


[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT- FLIPP CORPORATION]

Accepted and agreed to as of the date and year last above written.

**ROYAL BANK OF CANADA dba RBC
CAPITAL PARTNERS, as Lender**

By:  _____

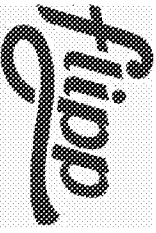

Name: Matt Hall
Title: Director

 _____
Name: Janice Lai
Title: Vice President

[Signature Page to Trademark Collateral Agreement- Flipp Corporation]

**TRADEMARK
REEL: 008258 FRAME: 0013**

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
FEDERAL TRADEMARK REGISTRATIONS

Owner	Mark	Serial Number	Application Date	Registration No	Registration Date
Flipp Corporation		87219938	October 28, 2016	5929624	December 10, 2019
Flipp Corporation	FLIPP	87219877	October 28, 2016	5929623	December 10, 2019
Flipp Corporation	FLIPP	86249954	April 11, 2014	5207051	May 23, 2017
Flipp Corporation		86249916	April 11, 2014	5215935	June 6, 2017
Flipp Corporation	FLYERTOWN	85471393	November 14, 2011	5238929	July 11, 2017