

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Espresso Capital Ltd.		10/21/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TeamPay Corporation		
Street Address:	8 King Street East, Suite 300		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5C1B5		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5341673	TEAMPAY	
Registration Number:	6069751	TEAMPAY	
Registration Number:	6198474	THE OPENERS	
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:	6123402600		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Cathleen F. Dahl - DORSEY & WHITNEY LLP		
Address Line 1:	DORSEY & WHITNEY LLP		
Address Line 4:	Minneapolis, MINNESOTA 80202		
ATTORNEY DOCKET NUMBER:	517911.00003		
DOMESTIC REPRESENTATIVE			
Name:	Cathleen F. Dahl - DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 80202		
NAME OF SUBMITTER:	Cathleen F. Dahl		
SIGNATURE:	/Cathleen F. Dahl/		

OP \$90.00 5341673

DATE SIGNED:	12/14/2023
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Total Attachments: 4

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TRADEMARK ASSIGNMENT (FORECLOSURE)

THIS TRADEMARK ASSIGNMENT is made as of October 21, 2023, by and between Espresso Capital Ltd. (“Seller” and sometimes referred to herein as “Espresso”), as administrative and collateral agent on behalf of Espresso Credit US II LP, as lender (“Lender”), and TeamPay Corporation (“Purchaser”).

WHEREAS, Seller and Purchaser have entered into a certain Foreclosure Sale Agreement dated October 21, 2023 (the “Sale Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Agreement;

WHEREAS, pursuant to that certain Loan Facility and Security Agreement by and between Team Laws, Inc. (“Borrower”), Espresso, and Lender, dated as of September 1, 2021, as supplemented by a Forbearance Agreement dated May 2, 2023, and as amended, restated, or otherwise modified from time to time (the “Loan Agreement”), Lender possesses a security interest in and lien upon the Transferred Assets (as defined in the Sale Agreement), including without limitation, the right, title, and interest of Borrower in the United States trademarks listed on Exhibit 1 hereto;

WHEREAS, Borrower is in default under the Loan Agreement and, pursuant to the terms thereof and applicable law, Seller has the right to sell or otherwise convey Borrower’s right, title, and interest in and to the Trademarks (defined below);

WHEREAS, under the Sale Agreement, and in accordance with the terms thereof, Seller has agreed, pursuant to Section 9-610 of the Uniform Commercial Code, to sell, convey, transfer, assign and deliver to Purchaser all right, title and interest in and to all trademarks, service marks, trade dress, logos, slogans, trade names and corporate names, and all other indicia of origin (with respect to each of the foregoing, whether registered or unregistered), together with all translations, adaptations, derivations and combinations thereof, including without limitation any and all applications and registrations, owned by, purported to be owned by, or registered in the name of Grantor and/or Debtor, including without limitation those trademarks and applications identified in Exhibit 1 attached hereto (“Trademarks”);

WHEREAS, the parties accordingly with to execute this recordable instrument, assigning all right, title, and interest in and to the Trademarks to Purchaser.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration set forth in the Sale Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Seller hereby sells, conveys, assigns, transfers, and sets over to Purchaser, and its lawful successors and assigns, the entire right, title, and interest in and to the Trademarks, including, without limitation any and all registrations, applications, and/or common law rights for the Trademarks, together with all of the goodwill of the business symbolized by or associated with the Trademarks, and any and all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past,

present, or future infringements of any and all of said rights as fully and entirely as the same would have been held and enjoyed had this Trademark Assignment not been made.

EXCEPT AS IS EXPRESSLY SET FORTH IN THE SALE AGREEMENT AND/OR IN THIS TRADEMARK ASSIGNMENT, THE TRADEMARKS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS AND WITH ALL FAULTS, AND SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER REGARDING THE TRADEMARKS, AND SELLER SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE TRADEMARKS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO: THE CONDITION OR MERCHANTABILITY OF THE TRADEMARKS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSES OR USE; TITLE, POSSESSION OR QUIET ENJOYMENT; THE DESIGN OR CONDITION OF THE TRADEMARKS; THE QUALITY OR CAPACITY OR WORKMANSHIP OF THE TRADEMARKS; COMPLIANCE BY THE TRADEMARKS WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO; INFRINGEMENT OR NON-INFRINGEMENT BY ANY OF THE TRADEMARKS ON ANY OTHER TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY ANY THIRD PARTY; INFRINGEMENT OR NON-INFRINGEMENT BY ANY THIRD PARTY (WHETHER BY REASON OF LATENT DEFENSES OR OTHERWISE) ON ANY TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT CONSTITUTE ANY OF THE TRADEMARKS; AND ANY LICENSES OR CERTIFICATIONS THAT MAY OR MAY NOT BE REQUIRED BY ANY GOVERNMENTAL BODY WITH RESPECT TO ANY OF THE TRADEMARKS.

2. Seller hereby authorizes and requests the United States Patent and Trademark Office and all foreign corresponding entities or agencies in any applicable jurisdiction to issue, register and record this Trademark Assignment with respect to the Trademarks in accordance with the terms of this Trademark Assignment.

3. For a period of 60 days hereafter, Seller agrees to execute, make, acknowledge, and deliver such instruments, agreements, and other documents, drafted, and provided by Purchaser at Purchaser's expense, as may be reasonably required to effectuate the purposes of this Trademark Assignment and to consummate the transactions contemplated hereby.

4. Seller further sells, conveys, transfers and assigns to Purchaser all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits), for infringement or misappropriations of any Trademarks, as well as the right to take over and continue any and all existing suits related to any Trademark.

5. Seller represents and warrants that execution, delivery, and performance of Seller with respect to this Trademark Assignment has been duly authorized by Seller.

6. This Trademark Assignment is subject to the terms and conditions of the Sale Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Purchaser under the Sale Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Sale Agreement,

and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Sale Agreement, the Sale Agreement shall control.

7. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


8. Notwithstanding anything contained in this Trademark Assignment to the contrary, this Trademark Assignment shall not constitute an assignment to Purchaser of any intellectual Property, lease, permit, license, contract or contract right if an attempted assignment of the same without the consent of any party would constitute a breach thereof unless and until such consent shall have been obtained.

9. This Trademark Assignment and all acts and transaction hereunder and all rights and obligations of Seller and Purchaser shall be governed by the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

SELLER:

Espresso Capital Ltd., as administrative and collateral agent on behalf of Espresso Credit US II LP

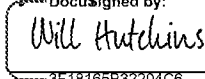
By:  _____
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Name: Enio Lazzer

Title: COO & CFO

PURCHASER:

TeamPay Corporation

By:  _____
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Name: Will Hutchins

Title: Vice-President

EXHIBIT 1

Trademark Schedule

Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Registered	Reg. No: 5341673 Application No.: 87045634	Issue Date: 11/21/17 Application Date: 5/20/16
Registered	Reg. No: 6069751 Application No.: 87378465	Issue Date: 6/2/20 Application Date: 3/20/17
Registered	Reg. No: 6198474 Application No.: 88697740	Issue Date: 11/17/20 Application Date: 11/19/19