

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863818

<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>
CONNECTPAY, LLC		12/22/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VISTARA TECHNOLOGY GROWTH FUND V MASTER, LP		
<b>Street Address:</b>	1622 West 7th Avenue, Suite 200		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6J 1S5		
<b>Entity Type:</b>	Limited Liability Company: ONTARIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6405399	CONNECTED PAYROLL	
<b>Registration Number:</b>	6106403	CP CONNECTPAY PEOPLE. PASSION. PAYROLL.	
<b>Registration Number:</b>	6106398	CONNECTPAY	
<b>Serial Number:</b>	97526451	RELAY POWERED BY CONNECTPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	8004945225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2212908		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	12/26/2023		
<b>Total Attachments: 6</b>			

OP \$115.00 6405399

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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 December 22, 2023, among **CONNECTPAY, LLC**, a Delaware limited liability company (“**Borrower Representative**”), (collectively, “**Grantors**”, and each, a “**Grantor**”) and **VISTARA TECHNOLOGY GROWTH FUND V MASTER, LP**, as administrative agent and collateral agent for Lenders (in such capacity, “**Agent**”).

### Recitals

A. Grantors, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement 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 each Grantor’s Intellectual Property.

C. Grantors’ 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, each Grantor and Agent hereby agree:

1. To secure the Obligations, each Grantor grants Agent a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such 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. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such 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 shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. 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. The words “execution,” “signed,” “signature” and words of like import 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. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement. This Agreement constitutes a Loan Document.

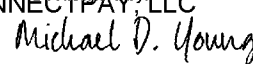
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantors:

10 Lincoln Rd., Suite 110  
Foxboro, MA 02035  
Attention: Michael D. Young  
Email: myoung@ConnectPayUSA.com

GRANTORS:

CONNECTPAY, LLC  
By   
C0AE035C41164C3...  
Name: Michael D. Young  
Title: Manager and Chief Executive Officer

Address of Agent:

1622 West 7<sup>th</sup> Avenue, Suite 200  
Vancouver BC V6J 1S5  
Attention: Ranjan Garg  
Email: randy@vistaragrowth.com

AGENT:

VISTARA TECHNOLOGY GROWTH FUND V  
MASTER, LP

By: \_\_\_\_\_  
Name: Noah Shipman  
Title: Partner

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantors:

10 Lincoln Rd., Suite 110  
Foxboro, MA 02035  
Attention: Michael D. Young  
Email: myoung@ConnectPayUSA.com

GRANTORS:

CONNECTPAY, LLC

By \_\_\_\_\_  
Name: Michael D. Young  
Title: Manager and Chief Executive Officer

Address of Agent:

1622 West 7<sup>th</sup> Avenue, Suite 200  
Vancouver BC V6J 1S5  
Attention: Ranjan Garg  
Email: randy@vistaragrowth.com

AGENT:

VISTARA TECHNOLOGY GROWTH FUND V  
MASTER, LP


By:  \_\_\_\_\_  
Name: Noah Shipman  
Title: Partner

EXHIBIT A  
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
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EXHIBIT C

TRADEMARKS

<u>Word/Mark</u>	<u>US Serial No.</u>	<u>US Reg. No.</u>	<u>Filing Date</u>
CONNECTED PAYROLL	88732425	6405399	December 18, 2019
	88735984	6106403	December 20, 2019
CONNECTPAY	88735917	6106398	December 20, 2019
RELAY POWERED BY CONNECTPAY	97526451	NA – Application	July 29, 2022