

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QLESS, INC.		02/25/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WF FUND V LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V)		
Doing Business As:			
Street Address:	40 King S. West, Suite 5001		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	ON M5H 3Y2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86553664	THE WAIT IS OVER	
Registration Number:	4714171	MOBILE WAIT MANAGEMENT	
Registration Number:	4661211	MOBILE LINE MANAGEMENT	
Registration Number:	4661208	MOBILE QUEUEING	
Registration Number:	4516068	FLEXAPPOINTMENTS	
Registration Number:	4258701	TURNSTAR	
Registration Number:	4258700	WAIT ONLINE - NOT IN LINE	
Registration Number:	4079002	QLESS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569-116 QLESS		

CH \$215.00 86553664

NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	02/26/2016
Total Attachments: 7 source=Wellington - QLess - IPSA (Execution Copy)#page1.tif source=Wellington - QLess - IPSA (Execution Copy)#page2.tif source=Wellington - QLess - IPSA (Execution Copy)#page3.tif source=Wellington - QLess - IPSA (Execution Copy)#page4.tif source=Wellington - QLess - IPSA (Execution Copy)#page5.tif source=Wellington - QLess - IPSA (Execution Copy)#page6.tif source=Wellington - QLess - IPSA (Execution Copy)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of February 25, 2016 by and between **WF FUND V LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V)** (“Lender”) and **QLESS, INC.**, a Delaware corporation (“Grantor”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”); capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantor’s obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 California and the federal laws of

the United States applicable therein. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

150 S Los Robles Ave, Suite 900
Pasadena, California 91101
Attention: CFO
Facsimile:

QLESS, INC.

By: Alex Ballester
Title: CEO
Name: CEO

LENDER:

Address of Lender:

40 King S. West, Suite 5001
Toronto, Ontario, ON M5H 3Y2 Canada
Attention: Kul Mani, Partner
Facsimile: (416) 682-1160

WF FUND V LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V

By: _____
Title: _____
Name: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

150 S Los Robles Ave, Suite 900
Pasadena, California 91101
Attention: CFO
Facsimile:

QLESS, INC.

By:

Title:

Name:

LENDER:

Address of Lender:

40 King S. West, Suite 5001
Toronto, Ontario, ON M5H 3Y2 Canada
Attention: Kul Mari, Partner
Facsimile: (416) 682-1160

**WF FUND V LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V**

By: 

Title: PRESIDENT & CEO

Name: MARK R. McQUEEN

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
Electronic Queuing System and Method	14/451,372	8/4/2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
THE WAIT IS OVER	86553664	03/04/2015
MOBILE WAIT MANAGEMENT	4714171	03/31/2015
MOBILE LINE MANAGEMENT	4661211	12/23/2014
MOBILE QUEUEING	4661208	12/23/2014
FLEXAPPOINTMENTS	4516068	04/15/2014
TURNSTAR	4258701	12/11/2012
WAIT ONLINE - NOT IN LINE	4258700	12/11/2012
QLESS	4079002	01/03/2012