

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655090

<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>
YEROOSHA, INC.		05/21/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	9424-7517 QUEBEC INC.		
<b>Street Address:</b>	386 Wiseman		
<b>City:</b>	Montréal (Québec)		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2V 3J6 C		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90185630	YEROOSHA	
<b>Registration Number:</b>	6258519	INSURE YOUR FAMILY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8446706009		
<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>	616-336-1058		
<b>Email:</b>	cmitchell@dickinsonwright.com		
<b>Correspondent Name:</b>	CHRISTOPHER A. MITCHELL		
<b>Address Line 1:</b>	350 SOUTH MAIN STREET		
<b>Address Line 2:</b>	SUITE 300		
<b>Address Line 4:</b>	ANN ARBOR, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	97746-1		
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER A. MITCHELL		
<b>SIGNATURE:</b>	/CHRISTOPHER A. MITCHELL/		
<b>DATE SIGNED:</b>	06/21/2021		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT (RECORDING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (RECORDING) ("**IP Security Agreement**"), dated as of May 21, 2021, is made by the party listed on the signature page hereof (the "**Grantor**") in favor of **9424-7517 Quebec Inc.**(the "**Lender**").

10555193 Canada Inc. (the "**Borrower**") and Grantor have entered into a Loan Agreement dated on or about the date hereof (the "**Loan Agreement**"), with the Lender.

As a condition precedent to the making of loans by the Lender under the Loan Agreement, Grantor and Lender entered into (a) that certain Security Agreement dated on or about the date hereof and (b) that certain Intellectual Property Security Agreement dated on or about the date hereof (collectively, the "**Security Agreement**").

Under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal, state, and foreign government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security.** The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "**IP Collateral**"):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "**Patents**");

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

1.4 All rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 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

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials, foreign or domestic, to record and register this IP Security Agreement upon request by the Lender. Upon Lender's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials) or preserve Lender's interest in all IP Collateral

3. New or Newly Identified IP Collateral. If the Grantor (i) becomes aware of any existing IP Collateral of which the Grantor has not previously informed Lender, (ii) obtains rights to any new patentable inventions or other IP Collateral, or (iii) becomes entitled to the benefit of any IP Collateral which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto and the Grantor must give to Lender prompt written notice thereof. The Grantor hereby authorizes Lender to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Collateral, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Lender's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all IP Collateral added to Schedules 1, 2, and 3 pursuant to this Section.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

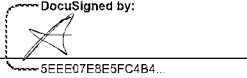
5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**YEROOSHA, INC.**

By  \_\_\_\_\_  
5EEE07E8E5FC4B4...

Name: Elizabeth L. Lipkowitz  
Title: President

Address for Notices:

YEROOSHA, INC.  
9429 Harding Avenue, Suite 260  
Miami, FL 33154  
Attention: President

AGREED TO AND ACCEPTED:

**9424-7517 QUEBEC INC.**  
By  \_\_\_\_\_  
2107DA99A3FD49C...

Print Name: Israel Kohn  
Title: President

Address for Notices:

9424-7517 Quebec Inc  
Attention: Israel Kohn  
Email : kohnizzy@gmail.com  
Address: 386 Wiseman, Montréal  
(Québec) H2V 3J6 Canada

**EXHIBIT A  
SCHEDULES**

Schedule 1 – Patents

<b>Grantor</b>	<b>Patent Application No.</b>	<b>Application Date</b>	<b>Title</b>
YEROOSHA, INC.	16/991,838	08/12/2020	LIFE INSURANCE POLICY APPLICATION PROCESS AND SYSTEM

Schedule 2 – Trademarks

<b>Grantor</b>	<b>Mark</b>	<b>Country</b>	<b>Application Number</b>	<b>File Date</b>	<b>Registration Date</b>	<b>Registration Number</b>
YEROOSHA, INC.	INSURE YOUR FAMILY	USA		July 10, 2020	January 26, 2021	6,258,519
YEROOSHA, INC.	YEROOSHA	USA	90185630	September 16, 2020		

Schedule 3 – Copyrights

None.