

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUBEX LLC		08/11/2021	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	CROWDOUT CAPITAL LLC		
Street Address:	3001 S. Lamar Blvd., Suite A-300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6179316	ZIMBIS	
Registration Number:	6158405	QBUD	
Registration Number:	5547221	QBUY	
Registration Number:	4918686	QLOCK	
Registration Number:	4440210	CUBEXRX	
Registration Number:	4443718	QBUD	
Registration Number:	3647165	CUBEX	
Registration Number:	3601348	CUBEX	
Serial Number:	90310606	MYZIMBIS	
Serial Number:	88960448	INYO	
Serial Number:	88955931	PAWPASS	
Serial Number:	88944703	LABPASS	
Serial Number:	88935121	SMILEPASS	
Serial Number:	88918214	BUDPASS	
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>			

OP \$365.00 6179316

Phone: (212) 655-2535
Email: mmyones@chapman.com
Correspondent Name: Chapman and Cutler LLP
Address Line 1: 1270 Avenue of the Americas, 30th Floor
Address Line 2: Michael Myones
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Isabelle Laskero

SIGNATURE: /Isabelle Laskero/

DATE SIGNED: 08/12/2021

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CUBEX LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Arizona

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 11, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CROWDOUT CAPITAL LLC

Street Address: 3001 S. Lamar Blvd., Suite A-300

City: Austin

State: Texas

Country: USA Zip: 78704

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship Texas
 Corporation Citizenship _____
 Other LLC Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):^{No}

See Exhibit A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Myones

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas
30th Floor

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-2535

Docket Number: N/A

Email Address: mmyones@chapman.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

August 11, 2021

Date

Isabelle Laskero

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Exhibit A

Applications

MYZIMBIS filed November 10, 2020, Serial No.90310606

INYO filed June 11, 2020, Serial No. 88960448

PAWPASS filed June 9, 2020, Serial No. 88955931

LABPASS filed June 2, 2020, Serial No. 88944703

SMILEPASS filed May 27, 2020, Serial No. 88944703

BUDPASS filed May 15, 2020, Serial No. 88935121

Trademarks

6179316

6158405

5547221

4918686

4440210

4443718

3647165

3601348

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated as of August 11, 2021, is made by CUBEX LLC, an Arizona limited liability company (“*Borrower*”), to CROWDOUT CAPITAL LLC, as administrative agent (in such capacity, and together with its successors and assigns, “*Agent*”) for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Borrower, the Lenders from time to time party thereto and Agent, have entered into that certain Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Documents, the Borrower has granted to Agent, for the benefit of itself and for the Lenders, a security interest in, among other property, certain intellectual property of the Borrower, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Borrower hereby grants to Agent for the benefit of itself or for the Lenders a security interest in all of Borrower’s right, title and interest in and to the following (the “*Trademark Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States “intent-to-use” trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” trademark or service mark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto; and

(iii) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by Borrower under this Trademark Security Agreement secures the payment of all Obligations of Borrower now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, as applicable.

SECTION 3. Recordation. Borrower authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

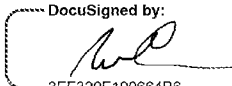
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO PROVISIONS REGARDING CHOICE OF LAW AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 10.10 AND 10.11 OF THE CREDIT AGREEMENT AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

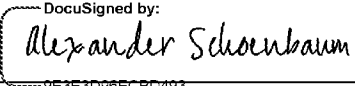
BORROWER:

CUBEX LLC, an Arizona limited liability company

By: 
Name: Anton Visser
Title: Manager and Chief Executive Officer

Agreed and Acknowledged:

CROWDOUT CAPITAL LLC, as Agent

By: 
Name: Alexander Schoenbaum
Title: Chief Executive Officer

SIGNATURE PAGE

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007389 FRAME: 0386

Schedule A

TRADEMARKS

<u>Borrower</u>	<u>Trademark Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Serial No.</u>
Cubex LLC	MYZIMBIS	November 10, 2020	Live	N/A	90310606
Cubex LLC	INYO	June 11, 2020	Live	N/A	88960448
Cubex LLC	PAWPASS	June 9, 2020	Live	N/A	88955931
Cubex LLC	LABPASS	June 2, 2020	Live	N/A	88944703
Cubex LLC	SMILEPASS	May 27, 2020	Live	N/A	88935121
Cubex LLC	BUDPASS	May 15, 2020	Live	N/A	88918214
Cubex LLC	ZIMBIS	April 8, 2020	Live	6179316	88864065
Cubex LLC	QBUD	January 13, 2017	Live	6158405	87301862
Cubex LLC	QBUY	July 18, 2017	Live	5547221	87532797
Cubex LLC	QLOCK	February 21, 2014	Live	4918686	86200834
Cubex LLC	CUBEXRX	April 22, 2013	Live	4440210	85911428
Cubex LLC	QBUD	April 22, 2013	Live	4443718	85911412
Cubex LLC	Cubex	December 9, 2008	Live	3647165	77629811
Cubex LLC	Cubex	April 1, 2008	Live	3601348	77437132