

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ezTaxReturn.com, L.L.C.		06/02/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Provident Bank		
Street Address:	5 Market Street		
City:	Amesbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01913		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3910450	EZTAXRETURN.COM	
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:	6174220200		
Email:	ggg@bostonbusinesslaw.com		
Correspondent Name:	Graham Gaudette		
Address Line 1:	155 Federal Street, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Brent W. Barringer		
SIGNATURE:	/Brent W. Barringer/		
DATE SIGNED:	06/10/2022		
Total Attachments: 7			
source=IP Security Agreement#page1.tif			
source=IP Security Agreement#page2.tif			
source=IP Security Agreement#page3.tif			
source=IP Security Agreement#page4.tif			
source=IP Security Agreement#page5.tif			
source=IP Security Agreement#page6.tif			

OP \$40.00 3910450

IP SECURITY AGREEMENT

This IP Security Agreement (this “Agreement”), dated as of this 2nd day of June, 2022, is made by and between ezTaxReturn.com, L.L.C., a Delaware limited liability company having an address of 1188 Willis Ave., PMB 817, Albertson, NY 11507 (the “Borrower”), and The Provident Bank, a Massachusetts Savings Bank, with an address of 5 Market Street, Amesbury, MA 01913 (the “Lender”).

Recitals

A. Borrower and Lender are parties to a certain Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”) setting forth the terms on which Lender may now or hereafter extend credit to or for the account of the Borrower.

B. In connection with the Credit Agreement, Borrower has executed and delivered that certain Security Agreement of even date herewith in favor of the Lender (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”).

As a condition to the Security Agreement, Lender has required the execution and delivery of this Agreement by the Borrower.

For good and valuable consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Borrower’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Borrower’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

Any reference to an Event of Default that “exists” or is “continuing” shall mean an Event of Default that has occurred and has not been waived in writing by the Lender.

2. Security Interest. The Borrower hereby grants Lender a security interest (the “Security Interest”), and upon demand made upon the occurrence and during the continuance of an Event of Default beyond any applicable grace or cure periods without requiring further action by either party and to be effective upon such demand to the extent such right exists in the Credit Agreement, the Security Agreement, or otherwise in this Agreement, the power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.

3. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender’s rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender’s option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to Lender, and the Borrower waives notice of Lender’s acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the law of the State of New York without regard to conflict of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

BORROWER:

EZTAXRETURN.COM, L.L.C.

By:  _____

Name: Sarah Hasan

Title: Chief Executive Officer

LENDER:

THE PROVIDENT BANK

By: _____

Name: Elliot Smith

Title: Vice President

IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

BORROWER:

EZTAXRETURN.COM, LLC

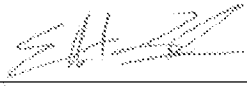
By: _____

Name:

Title:

LENDER:

THE PROVIDENT BANK

By:  _____

Name: Elliot Smith

Title: Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

None

UNITED STATES PATENT APPLICATIONS

None

FOREIGN ISSUED PATENTS

None

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
EXTAXRETURN.COM	85008014	4/7/2010	3910450	1/25/2011	EZTAXRETURN.COM LLC