

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM740577

<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>
ZayZoon US Inc.		07/06/2022	Corporation: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ATB Financial		
<b>Street Address:</b>	410, 585 - 8th Ave SW		
<b>City:</b>	Calgary, Alberta		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T2P1G1		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5757686	Z ZAYZOOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	404.885.2735		
<b>Email:</b>	trademarks@troutman.com		
<b>Correspondent Name:</b>	Majda Muhic, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street NE, Suite 3000		
<b>Address Line 2:</b>	Troutman Pepper		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	256813.000002		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Majda Muhic, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street NE, Suite 3000		
<b>Address Line 2:</b>	Troutman Pepper		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Majda Muhic		
<b>SIGNATURE:</b>	/Majda Muhic/		

CH \$40.00 5757686

<b>DATE SIGNED:</b>	07/12/2022
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**Total Attachments: 4**

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**IP SECURITY AGREEMENT**  
**(TRADEMARKS)**

THIS IP SECURITY AGREEMENT (this "IP Security Agreement") is dated as of July 6, 2022, by ZAYZOON US INC., a Wyoming corporation ("Grantor"), in favor of ATB FINANCIAL ("Secured Party").

Reference is made to that certain Commitment Letter, dated June 6, 2022 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Commitment Letter"), by and among ZayZoon Inc., an Alberta corporation (the "Company"), as the borrower, the Grantor, as Guarantor (as defined in the Commitment Letter), and the Secured Party, as lender, and to that certain Security Agreement made by and between Grantor and Secured Party, dated of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Commitment Letter and the Security Agreement.

For the benefit of Secured Party to secure payment, performance and observance of the Secured Obligations (as defined in the Security Agreement), Grantor pledges and grants to Secured Party, a continuing security interest in, and a right of set-off against, and agrees to assign, transfer and convey all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, each trademark owned by Grantor, including, without limitation, each trademark registration and application referred to in Schedule I hereto.

Grantor irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in Secured Party's name, from time to time, in Secured Party's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this IP Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Commitment Letter, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

This IP Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the comparable state agency. The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

The foregoing security interest is granted in conjunction with the security interests granted by Grantor to Secured Party pursuant to the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

This IP Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than New York are governed by the laws of such jurisdiction.

This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder.


[Signature appears on following page]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement (Trademarks) to be duly executed by its duly authorized officer, all as of the date first above written.

ZAYZOOM US INC.,  
a Wyoming corporation

By:  (SEAL)  
Name: Jamie Ha  
Title: Chief Financial Officer

SCHEDULE 1  
TO IP SECURITY AGREEMENT

TM/RN/SN	Status/Key Dates	Full Goods/Services	Owner / Recordation Notes
<p><u>Z ZAYZOOM</u></p>  <p>RN: 5757686 SN: 88158924</p>	<p>Registered: May 21, 2019</p> <p>Int'l Class: 42</p> <p>First Use: February 14, 2014</p> <p>Filed: October 17, 2018</p>	<p>(Int'l Class: 42) Application service provider featuring application programming interface (API) software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, payroll, wages, time keeping, activity, hours, and financial metrics for businesses, employees and independent contractors.</p>	<p>ZayZoon US Inc. AKA ZayZoon</p> <p>109 E. 17th St., Suite #5427 Cheyenne WYOMING 82001</p>