

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758764

<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>
Placemakr, Inc.		09/29/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 W. Six Mile Road		
<b>Internal Address:</b>	M/C 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5835759	WHYHOTEL	
<b>Registration Number:</b>	5835760	WHYHOTEL	
<b>Serial Number:</b>	97260553	MAKE IT YOURS	
<b>Serial Number:</b>	90900077	PLACEMAKR	
<b>Serial Number:</b>	97011656	PLACEMAKR	
<b>Serial Number:</b>	97260543	PLACEMAKR	
<b>Serial Number:</b>	97286941	SMARTER WAY TO STAY	
<b>Serial Number:</b>	97260547	SPACES REIMAGINED	
<b>Serial Number:</b>	97011660	SPACES REIMAGINED	
<b>Serial Number:</b>	90900081	SPACES REIMAGINED	
<b>Serial Number:</b>	90700704	WHYHOTEL WHEN YOU CAN HAVE A PLACE LIKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA PIPER LLP (USA)		
<b>Address Line 1:</b>	401 B Street		

CH \$290.00 5835759

**Address Line 2:** Suite 1700  
**Address Line 4:** San Diego, CALIFORNIA 92101

**NAME OF SUBMITTER:** Matt Schwartz

**SIGNATURE:** /s/ Matt Schwartz

**DATE SIGNED:** 10/03/2022

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 29, 2022, by and between COMERICA BANK, a Texas banking association ("Bank") and PLACEMAKR, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank 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 are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor hereby grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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, and, as applicable, 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank 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 Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral 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, as of the date hereof.

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. The parties agree that the electronic signature of a

party to this Agreement and each related instrument, document and agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement and each related instrument, document and agreement, and that any electronically signed document (including this Agreement and each related instrument, document and agreement) shall be deemed (i) to be "written" or "in writing" and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform.

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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:

PLACEMAKR, INC.

Placemakr, Inc.  
1701 Rhode Island Avenue NW, Floor 3, Suite 124  
Washington, DC 20036  
Attn: Bao Vuong

DocuSigned by:  
*Jason Fudin*  
By: \_\_\_\_\_  
Name: Jason Fudin  
Title: Chief Executive Officer and Secretary

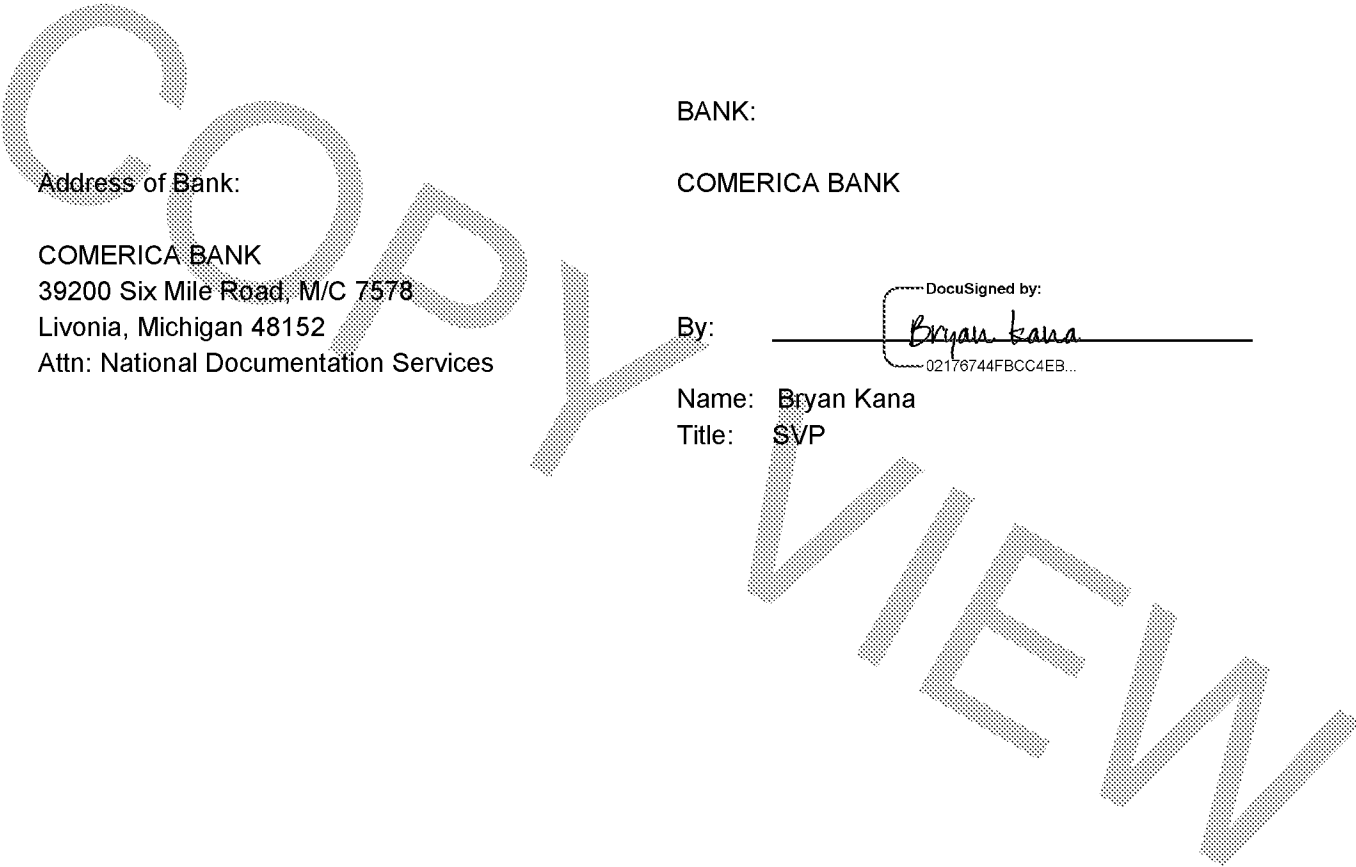
BANK:

Address of Bank:

COMERICA BANK

COMERICA BANK  
39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

DocuSigned by:  
*Bryan Kana*  
By: \_\_\_\_\_  
Name: Bryan Kana  
Title: SVP



[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

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VIEW

EXHIBIT B






Patents

None.






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EXHIBIT C

## Trademarks

<u>Description</u>	<u>Application/ Registration No.</u>	<u>Status</u>	<u>Application/File Date</u>	<u>Jurisdiction</u>
PLACEMAKR	2168143	Pending	February 23, 2022	Canada
PLACEMAKR Design 	2168142	Pending	February 23, 2022	Canada
WHYHOTEL	1109717	Registered	September 17, 2021	Canada
PLACEMAKR	018666279	Pending	March 4, 2022	European Community
PLACEMAKR	018658351	Registered	July 29, 2022	European Community
WHY and Design 	016559296	Registered	July 20, 2017	European Community
WHY HOTEL and Design (horizontal) 	016559304	Registered	July 20, 2017	European Community
WHY HOTEL and Design (vertical) 	016559304	Registered	July 26, 2017	European Community
WHY HOTEL WHEN YOU CAN HAVE A PLACE LIKE HOME and Design 	016559321	Registered	July 21, 2017	European Community
PLACEMAKR	3757091	Registered	May 20,2022	United Kingdom
PLACEMAKR	UK00003761830	Registered	July 15, 2022	United Kingdom



WHY and Design 	016559296	Registered	July 20, 2017	United Kingdom
WHY HOTEL and Design (horizontal) 	016559312	Registered	July 20, 2017	United Kingdom
WHY HOTEL and Design (vertical) 	016559304	Registered	July 26, 2017	United Kingdom
WHY HOTEL WHEN YOU CAN HAVE A PLACE LIKE HOME and Design 	016559321	Registered	July 21, 2017	United Kingdom
MAKE IT YOURS	97260553	Pending	February 9, 2022	United States
PLACEMAKR	90900077	Pending	August 24, 2021	United States
PLACEMAKR	97011656	Pending	September 3, 2021	United States
PLACEMAKR	97260543	Pending	February 9, 2022	United States
PLACEMAKR Design 	97286941	Pending	February 9, 2022	United States
SMARTER WAY TO STAY	97286941	Pending	February 28, 2022	United States
SPACES REIMAGINED	97260547	Pending	February 9, 2022	United States
SPACES REIMAGINED	97011660	Pending	September 3, 2021	United States
SPACES REIMAGINED	90900081	Pending	August 24, 2021	United States

WHY HOTEL WHEN YOU CAN HAVE A PLACE LIKE HOME	90700704	Pending	May 10, 2021	United States
WHYHOTEL	5835759	Registered	August 13, 2019	United States
WHYHOTEL (Stylized)	5835760	Registered	August 13, 2019	United States

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