

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YEROOSHA, INC.		07/27/2022	Corporation:
RECEIVING PARTY DATA			
Name:	F.I.T. VENTURES L.P.		
Street Address:	205 BRUNSWICK BLVD		
Internal Address:	SUITE 100, POINTE-CLAIRE		
City:	QUEBEC		
State/Country:	CANADA		
Postal Code:	H9R 1A5		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6258519	INSURE YOUR FAMILY	
Registration Number:	6413144	YEROOSHA	
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:	6163361058		
Email:	cmitchell@dickinsonwright.com		
Correspondent Name:	Christopher A. Mitchell		
Address Line 1:	350 S. Main Street		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	97746-1		
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL		
SIGNATURE:	/CHRISTOPHER A.MITCHELL/		
DATE SIGNED:	10/14/2022		
Total Attachments: 6			
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This First Amendment to Intellectual Property Security Agreements (this "Amendment") is entered into as of July 27, 2022 by and among F.I.T. VENTURES L.P. ("Lender") and YEROOSHA, INC., a Florida corporation ("Grantor").

RECITALS

This Amendment is entered into upon the basis of the following facts and understandings of the parties:

A. Grantor and F.I.T. Ventures Lending Inc. ("FVL") entered into (a) that certain Intellectual Property Security Agreement dated as of May 21, 2021 (the "IP Security Agreement"), and (b) that certain Intellectual property Security Agreement (Recording) dated as of May 21, 2021 (the "IP Security Agreement (Recording)"), and together with the IP Security Agreement, the "Specified IP Security Agreements"). Capitalized terms used but not defined in this Amendment have the meanings given in the IP Security Agreement.

B. The IP Security Agreement (Recording) was recorded on June 7, 2021 at Patent Reel 056454, Frame 0641 and at Trademark Reel 7318, Frame 0913 of the U.S. Patent and Trademark Office.

C. On or about June 22, 2022, FVL as assignor, and Lender as assignee, entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), wherein, among other things, FVL assigned to Lender, and Lender assumed from FVL, all of FVL's right, title and interest in, and all obligations under, the Specified IP Security Agreements, the Loan Agreement, and certain other "Loan Documents" (as defined in the therein) (the "Assignment and Assumption Transaction").

D. To reflect the Assignment and Assumption Transaction in the U.S. Patent and Trademark Office records, FTV and Lender entered into the Assignment of Intellectual Property Security Agreement (Recording) dated as of July 27, 2022, and recorded on July __, 2022 at Patent Reel ^A₀₆₀₇₃₅, Frame ^A₀₉₃₃ and at Trademark Reel ^A₇₃₁₇, Frame ^A₀₇₂₈ of the U.S. Patent and Trademark Office.

E. On or about the date of this Amendment, Lender, Borrower, Grantor, and Covered by Blanket (2022) Inc. are entering into that certain Amended and Restated Loan Agreement (the "Amended and Restated Loan Agreement"), in order to amend and restate the Loan Agreement as set forth in greater detail therein (the "Amendment and Restatement Transaction").

F. In connection with the Amendment and Restatement Transaction, Lender and Grantor entered into the Acknowledgement and Reaffirmation Agreement dated on or about the date of this Amendment (the "Acknowledgement and Reaffirmation Agreement") to reaffirm, ratify, and confirm Grantor's obligations under the Specified IP Security Agreements and the other Loan Documents (as defined in the Assignment and Assumption Agreement) to which Grantor is a party (collectively, the "Specified Reaffirmed Documents"), and acknowledge and agree that

thereafter all references in the Specified Reaffirmed Documents to the “Loan Agreement” referred to the Loan Agreement, as amended and restated by the Amended and Restated Loan Agreement, as it may thereafter be amended, modified, supplemented, or amended and restated from time to time.

G. Under the Specified IP Security Agreements, Grantor agreed that any Intellectual Property Collateral (as defined in the IP Security Agreement) and any IP Collateral (as defined in the IP Security Agreement (Recording)) then existing or thereafter arising is subject to the Specified IP Security Agreements.

H. After the date of the IP Security Agreements, Grantor obtained rights to other Intellectual Property Collateral (as defined in the IP Security Agreement) and other IP Collateral (as defined in the IP Security Agreement (Recording)) (the “New IP Collateral”).

I. In connection with the Amended and Restated Loan Agreement and the transactions contemplated thereby, the obligations secured by the Specified IP Security Agreements have been modified and certain additional obligations have been or are to be incurred which are to be secured by the Specified IP Security Agreements, and Grantor has acquired rights to the New IP Collateral, and Grantor and Lender have agreed to modify the Specified IP Security Agreements to accurately reflect the obligations secured thereby and to identify the New IP Collateral as subject thereto.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendments.

(a) All references in the Specified IP Security Agreements to the “Loan Agreement” are deemed to refer to the Loan Agreement, as amended and restated by the Amended and Restated Loan Agreement, as it may thereafter be amended, modified, supplemented, or amended and restated from time to time.

(b) Schedule 1, Schedule 2, and Schedule 3 of the IP Security Agreement (Recording) are amended to read as set forth on Exhibit A to this Amendment.

(c) The portions of Schedule A of the IP Security Agreement describing Trademarks and Patents are amended to read as set forth on Exhibit B to this Amendment.

2. Effect on the Specified IP Security Agreements. Except as specifically amended in this Amendment, the Specified IP Security Agreements remain in full force and effect and are ratified and confirmed.

3. 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 Amendment upon request by the Lender.

4. Counterparts; Facsimile and PDF. This Amendment may be executed by the parties in one or more counterparts, each of which is treated as an original and all of which when taken

together constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or electronic transmission in PDF format is treated as an original signature hereto.


5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles of such state.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the date first set forth above.

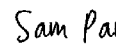
GRANTOR:

YEROOSHA INC.

By:  _____
Name: Elizabeth Leah Lipkowitz
Title: President

LENDER:

F.I.T. VENTURES L.P.

By:  _____
Name: Sam Pai
Title:

**EXHIBIT A TO FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

UPDATED SCHEDULES 1, 2, AND 3 TO IP SECURITY AGREEMENT (RECORDING)

SCHEDULES

Schedule 1 – Patents

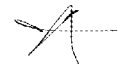
Grantor	Patent Application No.	Application Date	Title	Patent No.
YEROOSHA, INC.	16/991,838	08/12/2020	LIFE INSURANCE POLICY APPLICATION PROCESS AND SYSTEM	NA
YEROOSHA, INC.	17/373,848	07/13/2021	LIFE INSURANCE POLICY APPLICATION PROCESS AND SYSTEM	11,367,146

Schedule 2 – Trademarks



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Grantor	Mark	Country	Application Number	File Date	Registration Date	Registration Number
YEROOSHA, INC.	INSURE YOUR FAMILY	USA	90046613	July 10, 2020	January 26, 2021	6,258,519
YEROOSHA, INC.	YEROOSHA	USA	90185630	September 16, 2020	July 6, 2021	6,413,144



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Schedule 3 – Copyrights

None.

**EXHIBIT B TO FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

**UPDATED PORTIONS OF SCHEDULE A TO IP SECURITY AGREEMENT
DESCRIBING TRADEMARKS AND PATENTS**

ISSUED PATENTS AND PENDING PATENT APPLICATIONS

Grantor	Patent Application No.	Application Date	Title	Patent No.	Patent Issue Date
YEROOSHA, INC.	16/991,838	08/12/2020	LIFE INSURANCE POLICY APPLICATION PROCESS AND SYSTEM	NA	NA
YEROOSHA, INC.	17/373,848	07/13/2021	LIFE INSURANCE POLICY APPLICATION PROCESS AND SYSTEM	11,367,146	06/21/2022

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**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS**

Grantor	Mark	Country	Application Number	File Date	Registration Date	Registration Number
YEROOSHA, INC.	INSURE YOUR FAMILY	USA	90046613	July 10, 2020	January 26, 2021	6,258,519
YEROOSHA, INC.	YEROOSHA	USA	90185630	September 16, 2020	July 6, 2021	6,413,144

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