

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUELOOK, INC.		09/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SAAS CAPITAL FUND IV, LP		
Street Address:	1311 Vine Street		
Internal Address:	Attn: Robert Belcher		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4877549	TRUELOOK	
Registration Number:	5506902	TRUELOOK	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665945		
Email:	mae.smith@thompsonhine.com		
Correspondent Name:	Thomas R. Butchko		
Address Line 1:	127 Public Square, 3900 Key Center		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Thomas R. Butchko		
SIGNATURE:	/Thomas R. Butchko/		
DATE SIGNED:	09/30/2022		
Total Attachments: 6			
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement is entered into as of September 30, 2022, by and between SAAS CAPITAL FUND IV, LP, a Delaware limited partnership ("Grantee"), and TRUELOOK, INC., a Delaware corporation ("Grantor").

RECITALS

A. Grantee has agreed to make certain financial accommodations (the "Advances") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement").

B. The term "Patents" means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term "Trademarks" means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Grantor connected with and symbolized by such trademarks, service marks and trade dress.

D. The term "Copyrights" means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term "Trade Secrets" means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined herein, are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Advances to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor's right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights listed on Exhibits A, B and C, respectively, 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, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations in-part thereof, in each case whether now existing or hereafter acquired.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in 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 Grantee, of any or all other rights, powers or remedies.

[Remainder of page intentionally left blank; signature page follows.]

4863-6210-9992.4

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TRUELOOK, INC.

DocuSigned by:
Matthew Roszak
By: _____
Name: Matthew Roszak
Title: Chief Executive Officer

Address of Grantor:

TrueLook, Inc.
575 E 4th Street
Winston-Salem, NC 27101
Attn: Matthew Roszak
Email: matt@tallycapital.com

GRANTEE:

SAAS CAPITAL FUND IV, LP

By: SC GP IV, LLC, its General Partner

DocuSigned by:
Robert Belcher
By: _____
Name: Robert Belcher
Title: Managing Member

Address of Grantee:

SaaS Capital Fund IV, LP
1311 Vine Street
Cincinnati, Ohio 45202
Attn: Robert Belcher
Email: rbelcher@saas-capital.com

EXHIBIT A

Patents

None.

EXHIBIT B

Trademarks



Mark	Owner and Owner Address	Serial No.	Filing Date	Reg. No.	Reg. Date
	Truelook, Inc. CORPORATION DELAWARE 575 E 4th St 575 E 4th St Winston-Salem NORTH CAROLINA 27101	86638961	May 22, 2015	4877549	December 29, 2015
	Truelook Inc CORPORATION DELAWARE Suite 725 102 W 3rd St Winston-Salem NORTH CAROLINA 27101	87677295	November 8, 2017	5506902	July 3, 2018

EXHIBIT C

Copyrights

None.

Exhibit C-1