

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yesware Inc.		03/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	Suite 2210, South Tower		
Internal Address:	Royal Bank Plaza, P.O. Box 61, Attn: Dave Samra		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M4W 3E2		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4257552	YESWARE	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 S. Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	04/03/2023		
Total Attachments: 6			
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OP \$40.00 4257552

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Yesware Inc.)

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 27, 2023, between **YESWARE INC.**, a Delaware corporation ("Grantor"), and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has or will enter into certain financial accommodations with **VENDASTA TECHNOLOGIES INC.**, a company existing under the Canada *Business Corporations Act* (Saskatchewan) ("Borrower") pursuant to a Loan Agreement made as of May 24, 2019, between Bank and Borrower, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Bank has required Grantor to provide (i) a certain Security Agreement dated as of even date herewith between Grantor and Bank, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), and (ii) this Agreement to Bank, in each case, to secure the Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement. All terms used without definition in this Agreement or in the Security Agreement shall have the meaning assigned to them in the California Uniform Commercial Code.

C. Grantor is financially interested in the affairs of Borrower, and deems it advisable, desirable, and in the best interests of Grantor to enter into this Agreement.

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 and performance when due of the Obligations now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Obligations now existing or hereafter arising, Grantor 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, all rights corresponding thereto throughout the world and 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights 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.

The parties agree that this Agreement and any of the Loan Documents (as defined in the Loan Agreement) may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement or any Loan Document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement or such Loan Document, and that any electronically signed document (including this Agreement or any Loan Document) 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. If Bank determines in its sole reasonable discretion that this Agreement or any Loan Document has not been timely executed by the Grantor or any Borrower, this Agreement or any related Loan Document contained in the associated DocuSign envelope, will be nullified and voided and such Loan Documents will need to be updated and resent upon terms and conditions satisfactory to all parties. Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Grantor or any Borrower, in connection therewith. Notwithstanding the foregoing, Bank may require original manually executed signatures.

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COPY VIEW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

Yesware Inc.
c/o Vendasta Technologies Inc.
220 3rd Avenue S., Suite 405
Saskatoon, Saskatchewan S7K 1M1

Grantor:

YESWARE INC., a Delaware corporation



By: _____

Name: Brendan King

Title: President

Address:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Dave Samra
Fax: (416) 367-2460

Bank:

COMERICA BANK

DocuSigned by:

DAVE SAMRA

By: _____

FE8313DA94EE463...

Name: Dave Samra

Title: Senior Vice President

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attention: Commercial Loan Documentation

EXHIBIT A

Copyrights

None

COPY VIEW

EXHIBIT A

4893-1161-9404_1

TRADEMARK
REEL: 008030 FRAME: 0670

EXHIBIT B

Patents

None

COPY VIEW

EXHIBIT B

4893-1161-9404_1

TRADEMARK
REEL: 008030 FRAME: 0671

EXHIBIT C

Trademarks

Mark	Application No.	Filing Date	Registration No.	Registration Date
<u>YESWARE</u>	85609553	April 26, 2012	4257552	December 11, 2012

COPY VIEW

EXHIBIT C

4893-1161-9404_1

TRADEMARK

REEL: 008030 FRAME: 0672

RECORDED: 04/03/2023