

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI15092

<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>
SteadyBudget, Corp.		02/02/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	LEVEL STRUCTURED CAPITAL II, L.P.		
<b>Street Address:</b>	140 East 45th Street, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5218097	SHAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897727		
<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>	2134262623		
<b>Email:</b>	measonpriest@goodwinlaw.com		
<b>Correspondent Name:</b>	Ms. Michele Eason-Priest		
<b>Address Line 1:</b>	601 S Figueroa St Fl 41		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	128441.293527		
<b>NAME OF SUBMITTER:</b>	Michele Eason-Priest		
<b>SIGNATURE:</b>	Michele Eason-Priest		
<b>DATE SIGNED:</b>	02/09/2024		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”), dated as of February 2, 2024, is made by and among SteadyBudget, Corp., a Delaware corporation (“**Debtor**”) having an address of 2810 N. Church Street., #57506, Wilmington, DE 19802, and LEVEL STRUCTURED CAPITAL II, L.P., a Delaware limited partnership, as collateral agent (in such capacity, the “**Secured Party**”), having an address of 140 East 45th Street, 42nd Floor, New York, NY 10017.

### Recitals

WHEREAS, Debtor, Secured Party and the other parties thereto have entered into financing arrangements as more fully set forth in that certain Loan Agreement, dated as of June 30, 2022 (as amended by that certain First Amendment to Loan Agreement dated as of the date hereof, and as may be further amended, restated, modified or supplemented from time to time, the “**Loan Agreement**”); and

WHEREAS, in connection with the Loan Agreement, Debtor, Secured Party and the other parties thereto have entered into that certain Amended and Restated Security Agreement, dated as of the date hereof, pursuant to which Debtor has agreed to grant Secured Party a security interest in and to substantially all assets and properties of such Debtor in accordance with the terms thereof;

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.
2. **Security Interest.** Debtor hereby grants Secured Party a security interest (the “**Security Interest**”) in all of its Trademarks (the “**Trademarks**”), including, without limitation, the Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference, and including, without limitation, the goodwill of the business connected with the use of, and symbolized by, each such Trademark to secure payment of the Obligations.
3. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.
5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Signature page(s) follow.]*

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**DEBTOR:**

**STEADYBUDGET, CORP.**

DocuSigned by:  
By: Brian Lee  
Name: : Brian Lee  
Title: Vice President & Treasurer

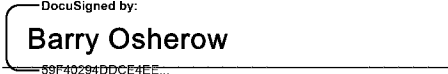
IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**SECURED PARTY:**

**LEVEL STRUCTURED CAPITAL II, L.P.**

By: Level Structured Capital II (GP), L.P., its general partner

By: Level Structured Capital Associates II, LLC, its general partner

By:  Barry Osherow  
Name: Barry Osherow  
Title: Authorized Signatory

**Exhibit A**

**TRADEMARKS**

<b><u>Wordmark</u></b>	<b><u>Form of Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Owner</u></b>
SHAPE	<b>shape</b>	5218097	06/06/2017	SteadyBudget, Corp.