

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562936

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|---|-------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EATSTREET, INC. | | 02/14/2020 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | EATSTREET LOAN SPV I LLC | | |
| Street Address: | 12333 Sowden Rd | | |
| Internal Address: | Ste B #44954 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77080-2059 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4431395 | EATSTREET | |
| Registration Number: | 3302134 | PATRONPATH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124808421 | | |
| <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: | 2125741200 | | |
| Email: | trademarks@sewkis.com | | |
| Correspondent Name: | Beth H. Alter/Seward & Kissel LLP | | |
| Address Line 1: | One Battery Park Plaza | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| NAME OF SUBMITTER: | Beth H. Alter | | |
| SIGNATURE: | /Beth H. Alter/ | | |
| DATE SIGNED: | 02/20/2020 | | |
| Total Attachments: 10 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of February 14, 2020, between EATSTREET, INC., a Delaware corporation (“Grantor”), and EATSTREET LOAN SPV I LLC, a Delaware limited liability company (“Secured Party”).

RECITALS

A. Pursuant to that certain Loan and Security Agreement dated February 14, 2020 between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), Secured Party has agreed to make available to Grantor a senior secured term loan in the aggregate amount of up to \$10,100,000 (the “Loan”) on the terms and conditions set forth therein. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. It is a condition to the availability of the Loan that Grantor execute and deliver as security for its obligations under the Loan Agreement, an assignment of all of Grantor’s right, title and interest in and to the Intellectual Property, as set forth herein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor’s entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the “IP Collateral” for purposes of this Agreement):

a. Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

b. All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

c. All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

d. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

e. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

f. All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

g. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Notwithstanding the foregoing the term “IP Collateral” shall not include the following “Excluded Property”: (a) “intent-to-use” trademark applications at all times prior to the first use of the trademarks covered thereby, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to the applicable anti-assignment provisions of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the United States Bankruptcy Code or principles of equity); provided

further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "IP Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper; provided further that "Excluded Property" shall not include any proceeds, products, substitutions or replacements of any Excluded Property (unless such proceeds, products, substitutions or replacements would themselves otherwise constitute Excluded Property). Grantor represents and warrants that as of the date hereof no property pledged pursuant hereto will be excluded from "IP Collateral" as a result of this Section 2. From and after the date hereof, Grantor shall not permit to become effective in any contract, instrument or chattel paper, a provision that would prohibit or require the consent of any person to the grant of a lien on such contract, instrument or chattel paper in favor of Secured Party unless Grantor believes, in its reasonable judgment, that such prohibition is usual and customary in transactions of such type

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

a. Grantor has rights (as defined in the UCC) in the IP Collateral, except for Permitted Liens;

b. During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the IP Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

c. To its knowledge, each of the Trademarks, Copyrights and Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the IP Collateral violates the rights of any third party;

d. **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the IP Collateral;**

e. Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material

Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

f. Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the IP Collateral; and

g. Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the IP Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

4. Further Assurances; Attorney in Fact.

a. On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all IP Collateral.

b. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its reasonable discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or

Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the IP Collateral into the name of Secured Party or a third party to the extent permitted under the UCC.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

a. An Event of Default under the Loan Agreement beyond any period of cure stated therein; or

b. Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

6. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Loan Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted under the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

7. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

8. Counterparts. 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

EATSTREET, INC.

By: Matt Howard
Name: Matt Howard
Title: CEO

Address for Notices:

316 W. Washington Avenue, Suite 725
Madison, WI 53703
Attn: Matt Howard
Email: matt@eatstreet.com

SECURED PARTY:

EATSTREET LOAN SPV I LLC

By: _____
Name:
Title:

Address for Notices:

12333 Sowden Rd Ste B #44954
Houston, Texas 77080-2059
Attn: Blair Silverberg
Email: sziklaholdings_notice@captec.io
with a copy to:
Attn: Neil O'Donnell
Email: neil@captec.io

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

EATSTREET, INC.

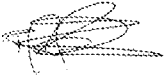
By: _____
Name:
Title:

Address for Notices:

316 W. Washington Avenue, Suite 725
Madison, WI 53703
Attn: Matt Howard
Email: matt@eatstreet.com

SECURED PARTY:

EATSTREET LOAN SPV I LLC

By:  _____
Name: Blair Silverberg
Title: President

Address for Notices:

12333 Sowden Rd Ste B #44954
Houston, Texas 77080-2059
Attn: Blair Silverberg
Email: sziklaholdings_notice@captec.io
with a copy to:
Attn: Neil O'Donnell
Email: neil@captec.io

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Registration/Serial Number

Registration /Application
Date

None.

EXHIBIT C

Trademarks

| <u>Description</u> | <u>U.S. Registration/Application Number</u> | <u>Registration/Application Date</u> |
|--------------------|---|--------------------------------------|
| EATSTREET | 4431395 | November 12, 2013 |
| PATRONPATH | 3302134 | October 2, 2007 |