

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blossom Technologies Inc.		04/29/2021	Corporation:
RECEIVING PARTY DATA			
Name:	AIC Growth Debt Fund, L.P.		
Street Address:	5900 Balcones Drive		
Internal Address:	Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78731		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	90584743	@YOU	
Serial Number:	90584728		
Serial Number:	90551309	BEAUTIFUL CREDIT UNION	
Serial Number:	90642157	BLOOM	
Serial Number:	90245019	BLOSSOM	
Serial Number:	90642145	BREEZE	
Serial Number:	90584734	1	
Serial Number:	90551307		
Serial Number:	88897429	HOOD	
Serial Number:	90641999	MOOD	
Serial Number:	90584742	ONE	
Serial Number:	90641186	PEACE	
Serial Number:	90642123	SMOOTH	
Serial Number:	90642175	STRATUS	
Serial Number:	90642006	TILL	
Serial Number:	90584745	YOU	
CORRESPONDENCE DATA			

CH \$415.00 90584743

Fax Number:

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.

Phone: 6508455968
Email: bfriesen@wsgr.com
Correspondent Name: Barbara Friesen c/o WSGR
Address Line 1: 650 Page Mill Road
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	60899.009
NAME OF SUBMITTER:	Barbara Friesen
SIGNATURE:	/s/ Barbara Friesen
DATE SIGNED:	04/30/2021

Total Attachments: 5
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 29, 2021 by **Blossom Technologies Inc.** ("Company") in favor of **AIC GROWTH DEBT FUND, L.P.** ("Lender").

RECITALS

A. Lender has made or will make certain advances of money and extend certain financial accommodations to Company or an affiliate of Company (the "*Loans*") in the amounts and manner set forth in that certain Revenue Loan and Security Agreement by and among Company, certain affiliates of Company and Lender dated as of April 29, 2021 (as the same may be amended, restated, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used but not otherwise defined herein have the definitions assigned to such terms in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Company has granted to Lender a security interest in all of each Company'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, each Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Company grants and pledges to Lender a security interest in all of such Company's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules 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 Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Transaction 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

(signature page follows)

EXECUTION VERSION

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

COMPANY:

Address of Company:

4000 Ponce de Leon, Suite 470
Coral Gables, FL 33146

BLOSSOM TECHNOLOGIES INC.

DocuSigned by:
By: Alexander Lopatine
D20A02E23FE74CD...

Name: Alexander Lopatine

Title: CEO

LENDER:

Address of Lender:

5900 Balcones Drive Ste 100,
Austin, TX 78731

AIC GROWTH DEBT FUND, L.P.

By: Austin Innovation Capital GP, LLC
Its: General Partner

DocuSigned by:
By: Benjamin Lee
7B0EBA58407A40F...

Name: Benjamin Lee, Member

(Signature page to Intellectual Property Security Agreement)

EXECUTION VERSION

EXHIBIT A

Copyrights

<u>Company</u>	<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Blossom Technologies Inc.	Copyright in Company's website	N/A	Copyright not registered
Blossom Technologies Inc.	Copyright in proprietary software	N/A	Copyright not registered

EXECUTION VERSION

EXHIBIT B

Patents

<u>Company</u>	<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A	N/A

EXECUTION VERSIONEXHIBIT C

Trademarks

<u>Company</u>	<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Blossom Technologies Inc.	@YOU	90584743	March 17, 2021
Blossom Technologies Inc.	@	90584728	March 17, 2021
Blossom Technologies Inc.	BEAUTIFUL CREDIT UNION (design)	90551309	February 28, 2021
Blossom Technologies Inc.	BLOOM	90642157	April 13, 2021
Blossom Technologies Inc.	BLOSSOM	90245019	October 09, 2020
Blossom Technologies Inc.	BREEZE	90642145	April 13, 2021
Blossom Technologies Inc.	Circle-1 (design)	90584734	March 17, 2021
Blossom Technologies Inc.	Flower Logo (design)	90551307	February 28, 2021
Blossom Technologies Inc.	HOOD	88897429	May 1, 2020
Blossom Technologies Inc.	MOOD	90641999	April 13, 2021
Blossom Technologies Inc.	ONE	90584742	March 17, 2021
Blossom Technologies Inc.	PEACE	90641186	April 13, 2021
Blossom Technologies Inc.	SMOOTH	90642123	April 13, 2021
Blossom Technologies Inc.	STRATUS	90642175	April 13, 2021
Blossom Technologies Inc.	TILL	90642006	April 13, 2021
Blossom Technologies Inc.	YOU	90584745	March 17, 2021