

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7394511

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FLIPP CORPORATION	06/22/2022
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST
Street Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER
Internal Address:	7255 WOODMONT AVENUE, SUITE 300
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	13011602
Application Number:	13011612
Application Number:	13213298
Application Number:	13299528
Application Number:	61593943
Application Number:	12243476
Application Number:	14631960
Application Number:	14640715
Application Number:	14865745
Application Number:	15243141
Application Number:	15451587
Application Number:	16825271
Application Number:	15830092
Application Number:	17193704
Application Number:	14394967
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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>	

Email:	PNIEDERMEIER@PROSKAUER.COM
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 2:	15TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11964.484
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NAME OF SUBMITTER:	PATRICK J. NIEDERMEIER
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SIGNATURE:	/Patrick J. Niedermeier #64,946/
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DATE SIGNED:	06/22/2022
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 22, 2022, by FLIPP CORPORATION, a corporation corporation formed under the laws of the Province of Ontario ("Grantor"), in favor of MidCap Financial Trust, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of June 22, 2022 by and among certain affiliates of Grantor from time to time party thereto, Agent, and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans for the benefit of certain affiliates of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Licenses including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

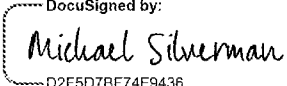
(c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Patent Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLIPP CORPORATION., a corporation formed under the laws of the Province of Ontario

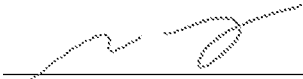
By: 
Name: Michael Silverman
Title: Director and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 060272 FRAME: 0082

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Flipp Corporation:

Jurisdiction	Serial #	Title	Status
US	13/011,602	Interactive Flyer System	Patented
US	13/011,612	Digital Flyer System with Contextual Information	Patented
US	13/213,298	System, Method and Device for Organizing and Presenting Digital Flyers	Patented
US	13/299,528	System and Method for Pre-Loading Flyer Image Tiles and Managing Memory for Same	Patented
US	61/593943	Dynamic Digital Flyer System	Proceeded to PCT
US	14/394,967	Dynamic Digital Flyer System	Patented
US	12/243,476	Systems and Methods of Rating an Offer for a Product	Abandoned
US	14/631,960	Interactive Flyer System	Patented
US	14/640,715	System and Method for Pre-Loading Flyer Image Tiles and	Patented

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		Managing Memory for Same	
US	14/865,745	Digital Flyer System with Contextual Information	Patented
US	15/243,141	Interactive Flyer System	Patented
US	15/451,587	System, Method and Device for Organizing and Presenting Digital Flyers	Patented
US	16/825,271	Interactive Flyer System	Patented
US	15/830,092	Digital Flyer System with Contextual Information	Patented
US	17/193,704	Interactive Flyer System	Patented