

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8234976

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	HART BUSINESS SOLUTIONS, LLC	10/04/2023
RECEIVING PARTY DATA		
Name:	CANADIAN IMPERIAL BANK OF COMMERCE	
Street Address:	595 BAY STREET, CPS- 7TH FLOOR	
Internal Address:	INFRASTRUCTURE/TECHNOLOGY, INFRASTRUCTURE AND INNOVATION	
City:	TORONTO, ONTARIO	
State/Country:	CANADA	
Postal Code:	M5G 2C2	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	8510181
	Patent Number:	8015113
	Patent Number:	8326755
CORRESPONDENCE DATA		
Fax Number:		
<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:	jgu@cooley.com	
Correspondent Name:	JENNIFER GU C/O COOLEY LLP	
Address Line 1:	3175 HANOVER STREET	
Address Line 4:	PALO ALTO, CALIFORNIA 94304	
ATTORNEY DOCKET NUMBER:	347669-105	
NAME OF SUBMITTER:	JENNIFER GU	
SIGNATURE:	/JENNIFER GU/	
DATE SIGNED:	10/23/2023	
Total Attachments: 6		
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PATENT

REEL: 065309 FRAME: 0143

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 4, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, as original lender, agent, and security agent (“**Bank**”) and the undersigned grantor (“**Grantor**”).

RECITALS

A. In connection with that certain Facility Agreement, dated as of October 4, 2023 (the “**Facility Agreement**”), by and among Bank, PayApps.com (UK) Ltd, a company incorporated in England and Wales (“**Borrower**”), PayApps Limited, a company incorporated in the British Virgin Islands, the other guarantors from time to time party thereto and the Grantor, Grantor entered into a Secured Guaranty in favor of Bank to unconditionally and irrevocably guarantee the prompt and complete payment of all obligations of Borrower pursuant to the Facility Agreement, in strict accordance with its terms (the “**Guaranty**”). Defined terms used herein without definition shall have the meanings set forth in the Facility Agreement or the Guaranty, as applicable.

B. The Guaranteed Obligations are secured by the Collateral, as defined in the Guaranty, including without limitation, all of Grantor’s Intellectual Property listed on Exhibit B of the Guaranty, as may be amended from time to time.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Facility Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Guaranteed Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and attached hereto as Exhibits A, B and C, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank, upon the prior written notice to Grantor, to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Finance Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

405 E Laburum Ave
Ste 3, PMB 53
Richmond, VA, 23222
Attention: Geoffrey Tarrant

with a copy to:

Level 4, 257 Collins Street
Melbourne, VIC 3000, Australia
Attention: Geoffrey Tarrant

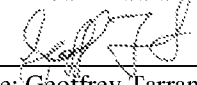
Address of Bank:

Canadian Imperial Bank of Commerce, as Agent
Infrastructure/Technology, Infrastructure and Innovation
595 Bay Street, CPS-7th Floor
Toronto, Ontario M5G 2C2

Attention: Global Agent Administration Services
Fax: 416-956-3830 Email: dlgo-agency@cibc.com and
wilma.sevilleja@cibc.ca

GRANTOR:

HART BUSINESS SOLUTIONS, LLC

By: 
Name: Geoffrey Tarrant
Title: CEO and Executive Chairman

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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Toronto, Ontario M5G 2C2

Attention: Global Agent Administration Services
Fax: 416- 956- 3830 Email: dlgo-agency@cibc.com
and wilma.sevilleja@cibc.ca

GRANTOR:

HART BUSINESS SOLUTIONS, LLC

By: _____

Name: Geoffrey Tarrant

Title: CEO and Executive Chairman

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Charlotte Goggin

Title: Director

By: _____

Name: Sean Duffy

Title: AUTHORIZED SIGNATORY

EXHIBIT A
COPYRIGHTS

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
None.		

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Administering a Contract Over a Data Network	08510181	06/12/2008
Administering a Contract Over a Data Network	08015113	06/12/2008
Administering a Contract Over a Data Network	08326755	07/29/2011

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
None.		