

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI136058

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Engage3, LLC	03/27/2024
RECEIVING PARTY DATA	
Company Name:	Espresso Capital Ltd.
Street Address:	300-8 King Street East
City:	Toronto
State/Country:	CANADA
Postal Code:	M5C1B5
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	16983556
Patent Number:	8190486
Patent Number:	8645223
CORRESPONDENCE DATA	
Fax Number:	2125490410
<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:	2125490410
Email:	shorne@reedsmith.com
Correspondent Name:	LEE ANN DILLON
Address Line 1:	599 Lexington Avenue
Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	Stacey Horne
SIGNATURE:	Stacey Horne
DATE SIGNED:	04/05/2024
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated with effect March 27, 2024 ("**Agreement**"), among **Engage3, LLC** ("**Engage 3**") and **Engage3 Intermediate, LLC** ("**Engage Intermediate**", and together with Engage3, each and collectively, "**Grantor**"), with and for the benefit of **Espresso Capital Ltd.** ("**Espresso**") as administrative and collateral agent of the Lender (as defined in the Loan Facility and Security Agreement).

WHEREAS, pursuant to the Loan Facility and Security Agreement, dated as of the date hereof, between each Grantor, as a borrower, the other borrowers from time to time party thereto, Espresso and the Lender (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Facility and Security Agreement**"), Espresso has agreed to provide Grantor with certain financings,

AND WHEREAS, Grantor, as security for its Obligations under the Loan Facility and Security Agreement, shall grant a security interest in certain intellectual property of Grantor under this Agreement,

Grantor, in consideration of the premises and to induce Espresso and Lender to enter into the Loan Facility and Security Agreement and provide financings to Grantor, hereby agrees with Espresso as follows:

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement.
- 2. Grant of Security Interest in the Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "**Collateral**"):
 - (a) all its patents and all intellectual property licenses providing for the grant by or to such Grantor of any right under any patent, including, without limitation, those referred to in Schedule 'A' attached to this Agreement,
 - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, and
 - (c) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to in Schedule 'A' attached to this Agreement,
 - (d) all renewals and extensions of the foregoing,
 - (e) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and
 - (f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, provided, the Collateral shall not include any of the

foregoing to the extent specifically excluded from the definition of "Collateral" in the Loan Facility and Security Agreement.

- 3. Loan Facility and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement. Grantor hereby acknowledges and agrees the rights and remedies of Espresso with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.
- 4. Grantor Remains Liable.** Grantor hereby agrees, anything in this Agreement to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.
- 5. Termination.** This Agreement shall terminate upon the termination of the Loan Facility and Security Agreement and repayment in full of all Obligations thereunder (other than inchoate indemnity obligations).
- 6. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 7. Governing Law.** This Agreement and the rights and obligations of Grantor and Espresso shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

Grantor has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Engage3, LLC

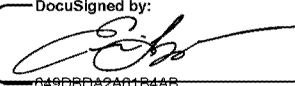
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By EDRIS BEMANIAN
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Edris Bemanian, Chief Executive Officer

Engage3 Intermediate, LLC

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By EDRIS BEMANIAN
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Edris Bemanian, Chief Executive Officer

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd., for itself and on behalf of
the Lender

DocuSigned by:
By 
049DBDA2A01B4AB...
Enio Lazzer, COO & CFO

Schedule 'A'
to Intellectual Property Security Agreement

Patents:

Owner	Patent Title / Publication No. / Patent Application No.	Issue Date / Filing Date	Jurisdiction
Engage3, LLC (previously MyWorld, Inc.)	Title: Method of Controlling Commerce System Using Share Grabber to Leverage Shopping List Publication No.: N/A Application No: 16/983,556	Issue Date: N/A Filing Date: 8/3/2020	United States
Engage3, LLC (previously MyWorld, Inc.)	Title: Techniques for Product Selection Publication No: 8190486 Application No: 12/804,268	Issue Date: 5/29/2012 Filing Date: 7/15/2010	United States
Engage3, LLC (previously MyWorld, Inc.)	Title: Commerce System and Method of Controlling the Commerce System Using an Optimized Shopping List Publication No: 8645223 Application No: 13/167,011	Issue Date: 2/4/2014 Filing Date: 6/23/2011	United States

Trademarks:

Owner	Trademark Registration No. / Trademark Application No.	Registration Date / Application Date	Jurisdiction
Engage3, LLC (previously MyWorld, Inc.)	Trademark: ENGAGE3 Registration No.: 4,450,998 Application No. 85/917,436	Registration Date: 12/17/2013 Application Date: 4/29/2013	United States
Engage3, LLC (previously MyWorld, Inc.)	Trademark: Price Image Management Registration No: 6,031,237 Application No: 88/488,801	Registration Date: 4/7/2020 Application Date: 6/25/2019	United States

Owner	Trademark Registration No. / Trademark Application No.	Registration Date / Application Date	Jurisdiction
Engage3, LLC (previously MyWorld, Inc.)	 Trademark: Registration No: 6,201,463 Application No: 88/488,814	Registration Date: 11/17/2020 Application Date: 6/25/2019	United States
Engage3 Intermediate, LLC	 Engage3 <small>POWERED BY DEXI</small> Trademark: Registration No: 7258854 Serial No: 97682654	Registration Date: 1/2/2024 Application Date: 11/17/2022	United States
Engage3 Intermediate, LLC	Trademark: ENGAGE3 POWERED BY DEXI Registration No: 7258853 Serial No: 97682628	Registration Date: 1/2/2024 Application Date: 11/17/2022	United States