

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercatus Technologies Inc./Technologies Mercatus Inc.		06/24/2014	CORPORATION: D-C Canada
Mercatus USA Inc.		06/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86111445	MERCATUS INTEGRATED COMMERCE	
Serial Number:	85189586	MERCATUS	
Serial Number:	85189565	MERCATUS	
Serial Number:	85189532	MERCATUS	
Serial Number:	85189601		
Registration Number:	3773823		
Registration Number:	3910248	CONCIERGE	
Registration Number:	3807068	CONCIERGE	
Registration Number:	3841498		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		

OP \$240.00 86111445

Address Line 4: Washington, D.C. 20005	
ATTORNEY DOCKET NUMBER:	F150464
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	06/24/2014
Total Attachments: 11 source=USPTO Submission - Mercatus (Trademarks)#page2.tif source=USPTO Submission - Mercatus (Trademarks)#page3.tif source=USPTO Submission - Mercatus (Trademarks)#page4.tif source=USPTO Submission - Mercatus (Trademarks)#page5.tif source=USPTO Submission - Mercatus (Trademarks)#page6.tif source=USPTO Submission - Mercatus (Trademarks)#page7.tif source=USPTO Submission - Mercatus (Trademarks)#page8.tif source=USPTO Submission - Mercatus (Trademarks)#page9.tif source=USPTO Submission - Mercatus (Trademarks)#page10.tif source=USPTO Submission - Mercatus (Trademarks)#page11.tif source=USPTO Submission - Mercatus (Trademarks)#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the 24th day of June, 2014, by and between SILICON VALLEY BANK ("Bank") and MERCATUS TECHNOLOGIES INC. / TECHNOLOGIES MERCATUS INC., a corporation organized under the laws of Canada, and MERCATUS USA INC., a Delaware corporation (each and together, jointly and severally, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank to secure Bank services and other obligations outside of the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest and movable hypothec without delivery in all of Grantor'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 to Bank to secure Bank services and other obligations outside of the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest and Hypothec. To secure its obligations to Bank to secure Bank services and other obligations outside of the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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. Recordation. Grantor authorizes the Canadian Intellectual Property Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction). Notwithstanding the foregoing, this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, to the extent that the hypothecation granted hereunder is governed by such laws pursuant to the laws of the Province of Ontario (including the conflict of laws provisions thereof).

[Signature page follows.]

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.

GRANTOR:

MERCATUS TECHNOLOGIES INC. /
TECHNOLOGIES MERCATUS INC.

By: 

Title: CFO

MERCATUS USA INC.

By: 

Title: President

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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.

GRANTOR:

MERCATUS TECHNOLOGIES INC. /
TECHNOLOGIES MERCATUS INC.

By: _____

Title: _____

MERCATUS USA INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *Chuyun*

Title: *VP*

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005311 FRAME: 0379

EXHIBIT A

Copyrights

Nil.

EXHIBIT B

Patents

Canadian Patents:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Portable information terminal mountable on shopping cart and removable memory device usable with same	#2800962	
Systems and methods for managing and displaying dynamic and static content	#2605981	
Systems, methods, apparatus and computer-readable mediums for determining a meal and/or meal plan	#2742998	
Enabling and managing ordering information within a network	#2605984	
Communicating information with a personal shopping device	#2605983	
Systems and methods for enabling information management incorporating a personal computing device	#2605982	
Managing product purchase information over a network	#2605980	
Electronic shopping cart handle	#2605979	
Portable information terminal mountable on shopping cart and removable memory device usable with same	#2605958	

United States Patents:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Electronic shopping cart handle	11412086	
Portable information terminal mountable on shopping cart and removable memory device usable with same	8152062	
Systems and methods for managing and displaying dynamic and static content	8001015	
Systems and methods for enabling information management incorporating a personal computing device	7966228	
Systems and methods for enabling and managing ordering information within a network	11413013	
Systems and methods for managing a hierarchical structure	11413005	
Systems and methods for managing product purchase information over a network	7873543	

Systems and methods for managing user information over a network	8571941
Display device with magnetic card reader	D669048
Systems and methods for managing user information over a network	14035781
Determining a meal and/or meal plan	12615022
Cart handle	D539000
Display device	D542500
Cart handle	D546020
Cart handle	D540002
Storage device	D567239
Cart handle	D538999
Cart handle	D543674
Cart handle	D539501
Cart handle	D543000
Cart handle	D539001
Cart handle	D539500
Display device	D616840
Display device	D631861
Display device	D656113

EXHIBIT C

Trademarks

Canadian Trademarks:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CONCIERGE & OFF CENTRE Design	1419160/783,557	11/29/2010
BLACK COLOUR Design	1256012/727,548	10/30/2008
BROWN COLOUR Design	1256015/727,532	10/30/2008
BLUE COLOUR Design	1256020/727,531	10/30/2008
CONCENTRIC CIRCLE Design	1256025/727,747	11/4/2008
CONCIERGE	1256027/727,740	11/4/2008
CONCIERGE & Design	1256029/727,694	11/3/2008
GRAY COLOUR Design	1256017/727,535	10/30/2008
OFF CENTRE CONCENTRIC CIRCLE Design	1419161/756,062	12/29/2009
ORANGE COLOUR Design	1256022/727,938	11/6/2008
PURPLE COLOUR Design	1256023/727,745	11/4/2008
RED COLOUR Design	1256018/727,534	10/30/2008
WHITE COLOUR Design	1256016/727,533	10/30/2008
YELLOW COLOUR Design	1256021/727,941	11/6/2008
GREEN COLOUR Design	1256019/727,536	10/30/2008
2 DIMENSIONAL Design	1256013/727,620	11/3/2008
MERCATUS	1492276/858,214	8/21/2013
MERCATUS & BAR Design (Horizontal)	1495461/858,886	8/29/2013
MERCATUS & BAR Design (Stacked)	1495456/858,219	8/21/2013
BAR LOGO (MERCATUS)	1495455/858,217	8/21/2013
MERCATUS INTEGRATED COMMERCE	1638297	Pending
CONCENTRIC CIRCLE Design (CTM)	004694352/004694352	11/30/2007
CONCIERGE (CTM)	004694063/004694063	11/30/2007
CONCIERGE & Design (CTM)	004694287/004694287	11/30/2007
MERCATUS (CTM)	009573767/009573767	6/7/2011
MERCATUS (Logo)	009573866/009573866	6/7/2011
CONCIERGE (Turkey) (Class 9, 12, 35, 38, 42)	2010/79220	App. filed 12/14/2010
CONCIERGE (Turkey) (Class 9, 12, 35, 38, 42)	2010/79220	Pending Appeal

MERCATUS (Turkey)	2010/74101/2010 74104	3/13/2012
SERVICE MARK (US)	78-742,460/3,773,823	4/6/2010
SERVICE MARK Design (US)	78-742,442/3,841,498	8/31/2010
CONCIERGE (US)	78-742,457/3,910,248	1/25/2011
CONCIERGE & Design (US)	78-742,448/3,807,068	6/22/2010
MERCATUS & BAR Design (stacked) (U.S.)	85/189,586	Pending
MERCATUS & BAR Design (horizontal) (U.S.)	85/189,565	Pending
BAR Logo (MERCATUS) (U.S.)	85/189,601	Pending
MERCATUS (U.S.)	85/189,532	Pending
MERCATUS INTEGRATED COMMERCE (U.S.)	86/111,445	Pending

United States Trademarks:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MERCATUS INTEGRATED COMMERCE	86111445	
MERCATUS (Design)	85189586	
MERCATUS (Design)	85189565	
MERCATUS	85189532	
Design	85189601	
Design	3773823	
CONCIERGE	3910248	
CONCIERGE (Design)	3807068	
Design	3841498	

EXHIBIT D

Mask Works

Nil.