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### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM319501 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RIDECHARGE, INC.		05/29/2013	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

### **PROPERTY NUMBERS Total: 1**

	Property Type	Number	Word Mark
Se	erial Number:	86273899	CURB

### **CORRESPONDENCE DATA**

**Fax Number:** 9193541278

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:** 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
SIGNATURE:	/leeconner-tkf/
DATE SIGNED:	10/08/2014

### **Total Attachments: 6**

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 29, 2013 by and between SQUARE 1 BANK ("Bank") and RIDECHARGE, INC., a Delaware corporation ("Grantor").

### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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).
- B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest 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 under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

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RideCharge, Inc. IPSA Execution Version

1

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank 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 Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to

Address of Grantor:

RIDECHARGE, INC.

5904 Richmond Hwy, Suite 600

Ву:

Alexandria, VA 22303

lame: <u>Vour PerPa</u>

Title: C

BANK:

Address of Bank:

SQUARE I BANK

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

\*\*

By:

Name:

Title:

## EXHIBIT A

### **COPYRIGHTS**

DescriptionRegistration NumberRegistration DateNONENone

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## Ехнівіт В

### **PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
Method and system for on-demand and scheduled services relating to travel and transportation	12/180086	7-25-2008

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# EXHIBIT C

## **TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date
CURB	86273899	5-7-2014
SEDAN MAGIC	85816838	1-7-2013
TAXI MAGIC	3926992	3-1-2011
TAXI MAGIC	3879947	11-23-2010

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**RECORDED: 10/08/2014** 

TRADEMARK REEL: 005377 FRAME: 0732