

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IronPlanet Motors, LLC		10/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4189128	IRON PLANET MOTORS	
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:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054809-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/04/2014		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of October 31, 2014, is made by IRONPLANET, INC., a Delaware corporation, and each Domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of HERCULES TECHNOLOGY GROWTH CAPITAL, INC. (“Agent”) in its capacity as agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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 or 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 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 Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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 Agent 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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:

IRONPLANET, INC., a Delaware
corporation

A handwritten signature in cursive script, appearing to read "Douglas P. Feick", is written over a horizontal line.

By: Douglas P. Feick

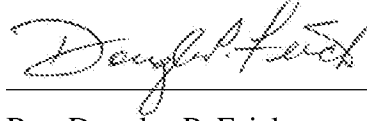
Title: SVP, Corporate Development & GC

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005393 FRAME: 0763

GRANTOR:

IRONPLANET MOTORS, LLC, a
Delaware limited liability company

A handwritten signature in cursive script, appearing to read "Douglas P. Feick", is written over a horizontal line.

By: Douglas P. Feick

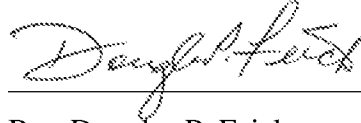
Title: Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005393 FRAME: 0764

GRANTOR:

ASSET APPRAISAL SERVICES, INC., a
Delaware corporation

A handwritten signature in cursive script, appearing to read "Douglas P. Feick", is written over a horizontal line.

By: Douglas P. Feick

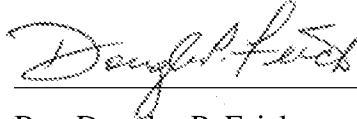
Title: Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005393 FRAME: 0765

GRANTOR:

GOVPLANET, LLC, a Delaware limited
liability company

A handwritten signature in cursive script, appearing to read "Douglas P. Feick", is written over a horizontal line.

By: Douglas P. Feick

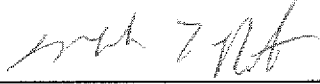
Title: Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005393 FRAME: 0766

AGENT:

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC., a Maryland corporation

By: 

Name: Michael L. Butler

Title: General Counsel

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005393 FRAME: 0767

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents


U.S. Patents

Assignee	Title	Official No.	Status	Liens
Iron Planet	AUCTION SYSTEM AND METHOD	7,403,915	Issued Patented Case	None

EXHIBIT C

Trademarks



U.S. Trademarks

Owner	Title	Official No.	Class	Case Status	Liens
GovPlanet, LLC	alleguip	86/213806	35	Allowed	None
IronPlanet, Inc.	AUCTIONS YOU CAN TRUST	3369006	35	Registered	None
IronPlanet, Inc.	GOVPLANET	86/286972	35	Published	None
IronPlanet, Inc.		4224496	35	Registered	None
IronPlanet, Inc.	IRONCLAD ASSURANCE	3543354	35	Registered	None
IronPlanet, Inc.		4228996	35	Registered	None
IronPlanet, Inc.	IRONPLANET	3368570	35 & 42	Registered	None
IronPlanet Motors, LLC		4189128	35	Registered	None
IronPlanet, Inc.	TRUCKPLANET	4482613	35	Registered	None
IronPlanet, Inc.	TRUCKPLANET	4482522	35	Registered	None

State Trademarks

Owner	Title	State	Official No.	Class	Case Status
IronPlanet, Inc.	ALLEQUIP	Nebraska	10193237	20, 42	Registered
IronPlanet, Inc.	TRUCKPLANET	Nebraska	10175810	20, 42	Registered
Asset Appraisal Services, Inc.	UTCTRUCKS.COM	Nebraska	10193710	20, 42	Registered
Asset Appraisal Services, Inc.	USEDTRUCKINVENTORY.COM	Nebraska	10193711	35	Registered

Foreign Trademarks

Owner	Title	Country	Official No.	Class	Case Status
GovPlanet, LLC	allequip	Canada	1691577	35	Pending
IronPlanet, Inc.		Canada	866658	35	Registered
IronPlanet, Inc.	IRONCLAD ASSURANCE	Australia	1183388	35	Registered
IronPlanet, Inc.		Canada	866659	35	Registered
IronPlanet, Inc.	IRONPLANET	Australia	1183389	35 & 42	Registered
IronPlanet, Inc.	TRUCKPLANET	Canada	1641747	35	Pending
IronPlanet, Inc.	TRUCKPLANET	European Community (Madrid)	1176626	35	Registered