

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327499

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCVNGR, INC.		12/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	86203639		
Serial Number:	85740411		
Registration Number:	4334897		
Serial Number:	85740352	INTERCHANGE ZERO	
Registration Number:	4334895	INTERCHANGE ZERO	
Registration Number:	4492022	INTERCHANGE ZERO	
Registration Number:	4182234	SCVNGR	
Registration Number:	4157145	LEVELUP	
Registration Number:	4050830	LEVELUP	
Registration Number:	4050829	LEVELUP	
Registration Number:	3810679	DIAMOND DASH	
Registration Number:	3810198	SCVNGR	
Serial Number:	85738087	INTERCHANGE ZERO	
Serial Number:	85432607	SCVNGR	
Serial Number:	85430701	LEVELUP	
Serial Number:	85223409	LEVELUP	
Serial Number:	85223404	LEVELUP	
Serial Number:	77870603	DIAMOND DASH	
Serial Number:	77864370	SCVNGR	

OP \$490.00 86203639

CORRESPONDENCE DATA**Fax Number:** 6506440520*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:** 6506483802**Email:** PATTY@PATTYCHENG.COM**Correspondent Name:** PATTY CHENG**Address Line 1:** 2625 MIDDLEFIELD RD., #215**Address Line 4:** PALO ALTO, CALIFORNIA 94306**ATTORNEY DOCKET NUMBER:** 1-1046**NAME OF SUBMITTER:** Patty Cheng**SIGNATURE:** /s/ Patty Cheng**DATE SIGNED:** 12/29/2014**Total Attachments: 7**

source=LevelUp - IPSA#page1.tif

source=LevelUp - IPSA#page2.tif

source=LevelUp - IPSA#page3.tif

source=LevelUp - IPSA#page4.tif

source=LevelUp - IPSA#page5.tif

source=LevelUp - IPSA#page6.tif

source=LevelUp - IPSA#page7.tif

THE SECURITY INTEREST EVIDENCED BY THIS AGREEMENT IS SUBORDINATED IN ACCORDANCE WITH AN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF DECEMBER 23, 2014 BETWEEN VENTURE LENDING & LEASING VI, INC., VENTURE LENDING & LEASING VII, INC., USB FOCUS FUND LEVELUP I, LLC, CONTINENTAL INVESTORS FUND LLC, AND THE LENDER.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2014 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SCVNGR, INC., a Delaware corporation, d/b/a LevelUp ("Grantor") is made with reference to the Loan and Security Agreement, dated as of December 23, 2014 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SCVNGR, INC.

By: 

Name: Seti Pratiwi

Title: CE

Address for Notices:

Attn: Lang Leonard, CFO
101 Arch Street, Suite 400
Boston, MA 02110
Fax: _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SCVNGR, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Lang Leonard, CFO
101 Arch Street, Suite 400
Boston, MA 02110
Fax: _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Charles Wehr

Name: Charles Wehr

Title: Assistant Vice President

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

EXHIBIT A

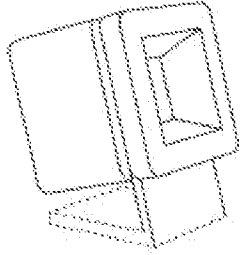
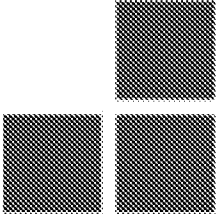
COPYRIGHTS

No Registered Copyrights Exist

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
	86203639		February 25, 2014
	85740411	4334897	September 27, 2012
INTERCHANGE ZERO	85740352	4334895	September 27, 2012
INTERCHANGE ZERO	85738087	4492022	September 25, 2012
SCVNGR	85432607	4182234	September 27, 2011
LEVELUP	85430701	4157145	September 23, 2011
LEVELUP	85223409	4050830	January 21, 2011
LEVELUP	85223404	4050829	January 21, 2011
LET IT SNOW *	85499322		December 19, 2011
DIAMOND DASH	77870603	3810679	November 11, 2009
SCVNGR	77864370	3810198	November 3, 2009

* - indicates dead/abandoned trademark

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number / Publication Number</u>	<u>Application Serial Number:</u>	<u>Issue Date:</u>
Point-of-sale token scanner and related methods	8,844,812	14/022,480	9/30/14
Methods and systems for permissions management	8.838.501	14/190,695	9/16/14
Payment processing with automatic no-touch mode selection	8,770,478	13/939,434	7/8/14
Distributed authenticity verification for consumer payment transactions	8,693,438	13/960,260	4/8/14
Secure payment method and system	8,639,619	13/718,466	1/28/14
Systems and methods for dynamic transaction-payment routing	8,620,790	13/939,676	12/31/13
RETAILING METHODS AND SYSTEMS	20120232972	13/042937	3/8/11
LOCATION-BASED ADVERTISING METHOD AND SYSTEM	20110010245	12/708746	2/19/10
COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR GENERATING AND MANAGING CUSTOMIZED INTERACTIVE MULTIPLAYER LOCATION-BASED MOBILE GAMES	20100331089	12/713859	2/26/10
SECURE PAYMENT METHOD AND SYSTEM	20140129450	14/103101	12/11/13
DISTRIBUTED AUTHENTICITY VERIFICATION FOR CONSUMER PAYMENT TRANSACTIONS	20140279554	13/797287	3/12/13
LOCATION-BASED ADVERTISING METHOD AND SYSTEM	20110010245	12/708746	2/19/10
RETAILING METHODS AND SYSTEMS	20120232972	13/042937	3/8/11
DISTRIBUTED AUTHENTICITY VERIFICATION FOR CONSUMER PAYMENT TRANSACTIONS	20140279556	13/925158	6/24/13
Secure Synchronization of Payment Accounts to Third Party Applications or Websites		13/899,760	May 22, 2013
Code Scanner (Design)		29/449,235	Mar. 14, 2013
Electronic Distribution and Management of Transactional Promotional Campaigns		13/901,352	May 23, 2013

Payment Processing with Automatic No-Touch Mode Selection		14/283,771	Oct. 14, 2014
Systems and Methods for Dynamic Transaction-Payment Routing		14/097,737	Dec. 5, 2013
Transaction Processing and Management Based on Unrelated Consumer Activity		14/227,514	Mar. 27, 2014
Real-Time Transaction Validity Verification Using Behavioral and Transactional Metadata		14/107,677	Dec. 16, 2013
Dynamic Ingestion and Processing of Transactional Data at the Point of Sale		14/172,163	Feb. 4, 2014
Real-Time, User-Specific Offer Generation and Optimization		14/189,482	Feb. 25, 2014
Remote Transaction Processing Using Biometrics		14/481,168	Sept. 9, 2014
Methods and Systems for Permissions Management		14/460,628	Aug. 15, 2014
Methods and Systems for Permissions Management with Enhanced Security		14/307,066	Jun. 17, 2014
Token-Based Gift Cards		62/013,307	Jun. 17, 2014
Pre-Payment Uses of Transactional Data Obtained at the Point of Sale		14/174,116	Feb 6, 2014
Methods and Systems for Managing Promotional Campaigns Based on Predicted Customer Behavior		13/901,344	May 23, 2013