

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCVNGR, Inc. d/b/a LevelUp		10/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Continental Investors Fund, LLC		
Street Address:	227 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4182234	SCVNGR	
Registration Number:	3810198	SCVNGR	
Registration Number:	4157145	LEVELUP	
Registration Number:	4050829	LEVELUP	
Registration Number:	4050830	LEVELUP	
Registration Number:	3810679	DIAMOND DASH	
Registration Number:	4334895	INTERCHANGE ZERO	
Registration Number:	4492022	INTERCHANGE ZERO	
Serial Number:	86203639		
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	9719-5		

CH \$240.00 4182234

NAME OF SUBMITTER:	Laura Konrath
SIGNATURE:	/Laura L. Konrath/
DATE SIGNED:	02/05/2015
Total Attachments: 8 source=ContinentallInvestorsSCVNGRIPSecAgmt #page1.tif source=ContinentallInvestorsSCVNGRIPSecAgmt #page2.tif source=ContinentallInvestorsSCVNGRIPSecAgmt #page3.tif source=ContinentallInvestorsSCVNGRIPSecAgmt #page4.tif source=ContinentallInvestorsSCVNGRIPSecAgmt #page5.tif source=ContinentallInvestorsSCVNGRIPSecAgmt #page6.tif source=ContinentallInvestorsSCVNGRIPSecAgmt #page7.tif source=ContinentallInvestorsSCVNGRIPSecAgmt #page8.tif	

THE SECURITY INTEREST EVIDENCED BY THIS AGREEMENT IS SUBORDINATED IN ACCORDANCE WITH INTERCREDITOR AND SUBORDINATION AGREEMENTS DATED AS OF OCTOBER 27, 2014 BETWEEN VENTURE LENDING & LEASING VI, INC., VENTURE LENDING & LEASING VII, INC., USB FOCUS FUND LEVELUP 1, LLC, AND THE SECURED PARTY.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of October 27, 2014 is made by SCVNGR, Inc., a Delaware corporation d/b/a LevelUp (the “**Grantor**”) in favor of Continental Investors Fund, LLC, a Delaware limited liability company (the “**Secured Party**”).

WHEREAS, the Grantor and the Secured Party have entered into a Note and Warrant Purchase Agreement of even date herewith (the “**Purchase Agreement**”), and the Grantor has issued and sold a secured promissory note (the “**Note**”) and a warrant to the Secured Party pursuant thereto.

WHEREAS, as a condition precedent to the purchase of the Note by the Secured Party, the Grantor has executed a Security Agreement (the “**Security Agreement**”) of even date herewith in favor of the Secured Party.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees for the benefit of the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto (which Schedule 1 Grantor hereby represents and warrants to the Secured Party lists all non-abandoned United States patents and all applications for United States patents owned by Grantor as of the date hereof) and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto (which Schedule 2 Grantor hereby represents and warrants to the Secured Party lists all United States trademark registrations and all applications for United States trademarks owned by Grantor as of the date hereof), together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

Signature Page to IP Security Agreement

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(c) the copyright registrations and applications set forth in Schedule 3 hereto (which Schedule 3 Grantor hereby represents and warrants to the Secured Party lists all United States copyright registrations and all applications for United States copyrights owned by Grantor as of the date hereof), and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(g) Trademark App. No. 85/499320 (“Make It Rain”) in class 35 is expressly excluded from this agreement.

2. Recordation. The 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 IP Security Agreement upon request by the Secured Party.

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

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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

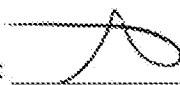
Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SCVNGR, INC. D/B/A LEVELUP

By: 
Name: *Scott Probst*
Title: *CEO*

SECURED PARTY:

**CONTINENTAL INVESTOS FUND,
LLC**

By: _____
Name:
Title:

Signature Page to IP Security Agreement

**TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SCVNGR, INC. D/B/A LEVELUP

By: _____

Name:

Title:

SECURED PARTY:

**CONTINENTAL INVESTORS FUND,
LLC**

By: Continental Investors LLC, its Manager

By: P. J. Purcell

Name: PHILIP J. PURCELL

Title: MANAGER

Signature Page to IP Security Agreement

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SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

App. No.	Type	Filing Date	Title	Patent No.	Issue Date
61/671,381	Prov. (Exp)	Jul. 13, 2012	Secure Payment Method and System	--	--
13/718,466	Utility	Dec. 18, 2012	Secure Payment Method and System	8,639,619	Jan. 28, 2014
14/103,101	Utility	Dec. 11, 2013	Secure Payment Method and System	--	--
13/797,287	Utility	Mar. 12, 2013	Distributed Authenticity Verification for Consumer Payment Transactions	--	--
13/925,158	Utility	Jun. 24, 2013	Distributed Authenticity Verification for Consumer Payment Transactions	--	--
13/960,260	Utility	Aug. 6, 2013	Distributed Authenticity Verification for Consumer Payment Transactions	8,694,438	Apr. 8, 2014
13/901,344	Utility	May 23, 2013	Methods and Systems for Managing Promotional Campaigns Based on Predicted Customer Behavior	--	--
13/899,760	Utility	May 22, 2013	Secure Synchronization of Payment Accounts to Third Party Applications or Websites	--	--
13/864,754	Utility (Abnd)	Apr. 17, 2013	Secure Synchronization of Payment Accounts to Third Party Applications or Websites	--	--
61/784,951	Prov. (Exp)	Mar. 14, 2013	Point-of-Sale Token Scanner and Related Methods	--	--
14/022,480	Utility	Sept. 10, 2013	Point-of-Sale Token Scanner and Related Methods	8,844,812	Sep. 30, 2014
29/449,235	Design	Mar. 14, 2013	Code Scanner	--	--
13/901,352	Utility	May 23, 2013	Electronic Distribution and Management of Transactional Promotional Campaigns	--	--

13/939,434	Utility	Jul. 11, 2013	Payment Processing with Automatic No-Touch Selection	8,770,478	Jul. 8, 2014
13/939,676	Utility	Jul. 11, 2013	Systems and Methods for Dynamic Transaction-Payment Routing	8,620,790	Dec. 31, 2013
14/097,737	Utility	Dec. 5, 2013	Systems and Methods for Dynamic Transaction-Payment Routing	--	--
14/174,116	Utility	Feb. 6, 2014	Pre-Payment Uses of Transactional Data Obtained at the Point of Sale	--	--
14/227,514	Utility	Mar. 27, 2014	Transaction Processing and Management Based on Unrelated Consumer Activity	--	--
14/107,677	Utility	Dec. 16, 2013	Real-Time Transaction Validity Verification Using Behavioral and Transactional Metadata	--	--
14/172,163	Utility	Feb. 4, 2014	Dynamic Ingestion and Processing of Transactional Data at the Point of Sale	--	--
14/189,482	Utility	Feb. 25, 2014	Real-Time, User-Specific Offer Generation and Optimization	--	--
61/875,872	Prov.	Sept. 10, 2013	Remote Transaction Processing Using Biometrics	--	--
14/481,168	Utility	Sept. 9, 2014	Remote Transaction Processing Using Biometrics	--	--
14/190,695	Utility	Feb. 26, 2014	Methods and Systems for Permissions Management	8,838,501	Sep. 16, 2014
14/460,628	Utility	Aug. 15, 2014	Methods and Systems for Permissions Management	--	--
14/307,066	Utility	Jun. 17, 2014	Methods and Systems for Permissions Management with Enhanced Security	--	--
62/013,307	Prov.	Jun. 17, 2014	Token-Based Gift Cards	--	--

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Class(es)</u>
SCVNGR	4182234	41
SCVNGR	3810198	9
LEVELUP	4157145	9; 36
LEVELUP	4050829	35
LEVELUP	4050830	9
DIAMOND DASH	3810679	9
INTERCHANGE ZERO	4334895	36
INTERCHANGE ZERO	4492022	9
<i>LevelUp Logo (3 squares)</i>	4334897	9; 35; 36

<u>Mark</u>	<u>Application No.</u>	<u>Class(es)</u>
<i>Design of Scanner (Trade Dress)</i>	86/203639	36

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None