

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371978

| | | | |
|---|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| THINK PASSENGER, INC. | | 12/31/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AVIDBANK | | |
| Street Address: | 50 West San Fernando Street, Suite 850 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4775474 | FUEL (FAST, USER, ENGAGEMENT AND LISTENI | |
| Serial Number: | 86307209 | FUEL COMMUNITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6506440520 | | |
| <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: | 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: | 2-1046 | | |
| NAME OF SUBMITTER: | PATTY CHENG | | |
| SIGNATURE: | /s/ Patty Cheng | | |
| DATE SIGNED: | 02/04/2016 | | |
| Total Attachments: 5 | | | |
| source=Think Passenger - IPSA - executed#page1.tif | | | |
| source=Think Passenger - IPSA - executed#page2.tif | | | |
| source=Think Passenger - IPSA - executed#page3.tif | | | |
| source=Think Passenger - IPSA - executed#page4.tif | | | |

OP \$65.00 4775474

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 31, 2015 by and between **Think Passenger, Inc.**, a Delaware corporation ("**Grantor**") and **AVIDBANK**, a California corporation ("**Bank**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "**Loan Agreement**") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

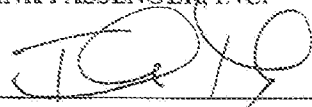
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

12100 Wilshire Blvd., Suite 1950
Los Angeles, CA 90025
Attn: Arnaud Gregori, CFO

THINK PASSENGER, INC.

By:  _____

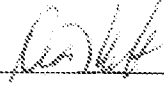
Print Name: THOMAS FINKLE

Title: CEO

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Diana Mattson

AVIDBANK

By:  _____

Print Name: DIANA MATTSON

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

| Title | Registration Number | Registration Date |
|--------------|----------------------------|--------------------------|
|--------------|----------------------------|--------------------------|

EXHIBIT B

Patents

Please Check Box if No Patents Exist

| Title | Patent / Application Number | Application / Issue Date |
|-----------------------------|--|---------------------------------|
| Consumer marketing platform | 11/649080 | July 3, 2008 |

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

| <u>Description</u> | <u>Serial Number</u> | <u>Registration Number</u> | <u>Filing/ Registration Date</u> |
|---|--------------------------|--------------------------------|--------------------------------------|
| FUEL (FAST, USER, ENGAGEMENT AND LISTENING) COMMUNITY ENGINE | 86307298 | 4775474 | June 11, 2014 |
| FUEL COMMUNITY | 86307209 | | June 11, 2014 |
| EXECRETREAT | 85651846 | | * |
| PASSENGER | 78712296 | 3370375 | * |
| PASSENGER | 78712287 | 32628310 | * |
| JOIN THE CONVERSATION | 77259958 | 4775474 | * |

* indicates dead/abandoned/cancelled trademark