

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quixey, Inc.		07/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alibaba.com U.S. Investment Holding Corporation		
Street Address:	400 South El Camino Real		
Internal Address:	4th Floor		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94041		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4832399	Q	
Registration Number:	4735899	QUIXEY	
Registration Number:	4822340	QUIXEY	
Serial Number:	86040120	Q	
Serial Number:	86040125	Q	
Serial Number:	86040114	QUIXEY	
Serial Number:	86697310	DEEP VIEW CARDS	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5027		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	001326/0070		
NAME OF SUBMITTER:	J. Jason Mull		

CH \$190.00 4832399

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/01/2016
Total Attachments: 5 source=2016-07-20 - Trademark Security Agreement#page1.tif source=2016-07-20 - Trademark Security Agreement#page2.tif source=2016-07-20 - Trademark Security Agreement#page3.tif source=2016-07-20 - Trademark Security Agreement#page4.tif source=2016-07-20 - Trademark Security Agreement#page5.tif	

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of July 20, 2016, is made by QUIXEY, INC. (the "Grantor") in favor of ALIBABA.COM U.S. INVESTMENT HOLDING CORPORATION, as secured party (including its successors and assigns, the "Secured Party").

WHEREAS, the Grantor has entered into that certain Note Purchase Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), whereby the Secured Party has agreed to loan funds to the Grantor in exchange for issuance by the Grantor of a subordinated convertible promissory note evidencing the Grantor's obligation to repay such loan; and

WHEREAS, in connection with the Note Purchase Agreement, the Grantor entered into that certain Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor granted to the Secured Party a security interest in the Collateral, including in all of its Intellectual Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor, pursuant to the Security Agreement, hereby grants to the Secured Party, to secure the payment in full of all the Obligations, a security interest in all of the Grantor's right, title and interest in and to the following (the "Trademark Collateral"):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (the "Trademarks"), together with the goodwill symbolized thereby;

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademarks arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the Secured Party herein is granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks record this Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

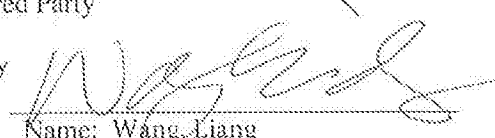
QUIXEY, INC.,

by 
Mark A. Lazar (Print Name)

Name: Mark Lazar
Title: President, Chief Executive
Officer

ALIBABA.COM U.S. INVESTMENT
HOLDING CORPORATION, as
Secured Party

by



Name: Wang, Liang

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule A

United States Trademark Registrations and Applications

Trademark	Appl. No.	Reg. No.
Q Logo (in color)	86040118	4,832,399
Q Logo (in color)	86040120	
Q Logo (in color)	86040125	
QUIXEY	85983546	4,735,899
QUIXEY	86040114	
QUIXEY	85481758	4,822,340
DEEP VIEW CARDS	86697310	