

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOPKEEP.COM INC.		09/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86505005		
Serial Number:	86504990	SHOPKEEP POCKET	
Serial Number:	86873865	SMALL BUSINESS OF TOMORROW	
Serial Number:	86525845	SERVERLESS SYNC	
Registration Number:	4774151		
Registration Number:	4730411	COUNTER CULTURE	
Registration Number:	4376632	SHOPKEEPPOS	
Registration Number:	4255385	CLEAR INSIGHT	
Registration Number:	4370734	SHOPKEEPPOS	
Registration Number:	4221864	THE SIMPLEST WAY TO MAKE SMARTER BUSINES	
Registration Number:	4175232	SK	
Serial Number:	77921264	SHOPKEEP	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		

CH \$315.00 86505005

Correspondent Name: PACIFIC WESTERN BANK
Address Line 1: 406 BLACKWELL STREET
Address Line 2: SUITE 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER: NICHOLAS NANCE

SIGNATURE: /NICHOLASNANCE-LSN/

DATE SIGNED: 10/05/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 30, 2016 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("*Bank*") and **SHOPKEEP.COM INC.**, a Delaware corporation ("*Grantor*").

RECITALS

A. 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 dated as of November 8, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

Address of Grantor:

143 Varick Street
New York, NY 10013

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

GRANTOR:

SHOPKEEP.COM INC.

By: 

Name: W. DeSimone

Title: PRESIDENT & CEO

BANK:

PACIFIC WESTERN BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SHOPKEEP.COM INC.

143 Varick Street
New York, NY 10013

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 

Name: Alan FAULKNER

Title: SVP




EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
ShopKeep Register for iPad 2.0	TX0007927944	6/17/2014
ShopKeep Register for iPad 2.0	PAU003709567	2/18/2014
ShopKeep Register for iPad	TX0007482937	2/9/2012
ShopKeep Register	PA0001762902	11/28/2011

EXHIBIT B
PATENTS

Description	Application or Patent Number	Application or Filing Date
System and method for remote management of sale transaction data * (* Registered owner is ShopKeep LLC, which is the former name of the current assignor, ShopKeep.com Inc.)	9317844	4/19/2016
Point of sale device display screen or portion thereof with graphical user interface	D735218	7/28/2015
Point of sale device display screen or portion thereof with graphical user interface	D746851	1/5/2016
Method and system for secure key rotation	13798832	3/13/2013
System and method for remote management of sale transaction data	14622235	2/13/2015
System and method for remote management of sale transaction data	14639877	3/5/2015
System and method for remote management of sale transaction data	14676146	4/1/2015
System and method for remote management of sale transaction data	15065455	3/9/2016

EXHIBIT C
TRADEMARKS

Description	Registration or Serial Number	Registration or Application Date
 (Design Only)	86505005	1/15/2015
Shopkeep Pocket	86504990	1/15/2015
Small Business of Tomorrow	86873865	1/13/2016
Serverless Sync	86525845	2/5/2015
 (Design Only)	4774151	7/14/2015
Counter Culture	4730411	5/5/2015
ShopKeepPOS	4376632	7/30/2013
Clear Insight	4255385	12/4/2012
ShopKeepPOS	4370734	7/23/2013
The simplest way to make smarter business decisions	4221864	10/9/2012
	4175232	7/17/2012
Shopkeep	77921264	1/27/2010