

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proxibid, Inc.		09/29/2016	Corporation: NEBRASKA
Auction Payment Network, LLC		09/29/2016	Limited Liability Company: NEBRASKA
Divvy, LLC		09/29/2016	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	380 Interlocken Crescent, Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4428320	ASSET PATH	
Registration Number:	4418146	MARKETGUARD	
Registration Number:	4211211	AUCTIONBUILDER	
Registration Number:	4211196	AUCTIONGUARD	
Registration Number:	5038729	DIVVYU	
Registration Number:	5038728	DIVVYU	
Registration Number:	4630770	DIVVY	
Registration Number:	4630769	DIVVY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$215.00 4428320

Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F165795

NAME OF SUBMITTER: Laura A. Kenerson

SIGNATURE: /Laura A. Kenerson/

DATE SIGNED: 10/04/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 29, 2016 by and between (i) SILICON VALLEY BANK ("Bank") and (ii) PROXIBID, INC., a Nebraska corporation ("Proxibid"), AUCTION PAYMENT NETWORK, LLC, a Nebraska limited liability company ("Auction Payment"), and DIVVY, LLC, a Nebraska limited liability company ("Divvy", and together with Proxibid and Auction Payment, individually and collectively, jointly and severally, the "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, dated as of the date hereof (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All 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.

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 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.

[Signature page follows.]

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

Address of Grantor:

c/o Proxibid, Inc.
4411 S. 96th Street
Omaha, Nebraska 68127
Attn: Chief Financial Officer
Fax: (402) 933-5301
Email: james.hajek@proxibid.com

AUCTION PAYMENT NETWORK, LLC

By: James Hajek
Name: James Hajek
Title: Secretary & Treasurer, CFO

GRANTOR:

PROXIBID, INC.

By: James Hajek
Name: James Hajek
Title: CFO

DIVVY, LLC

By: James Hajek
Name: James Hajek
Title: Secretary & Treasurer, CFO

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Ryan Larson
Fax: (303) 469-9088
Email: rl Larson@svb.com

BANK:

SILICON VALLEY BANK

By: Daniel Harrison
Name: Daniel Harrison
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
PROXIBID.COM	TXu001569558	11/16/2007	Proxibid, Inc.
PROXIBID.COM Slider	TXu001569635	11/18/2007	Proxibid, Inc.

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
None.			

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
ASSET PATH	4428320	11/5/2013	Proxibid, Inc.
MARKETGUARD	4418146	10/15/2013	Proxibid, Inc.
AUCTIONBUILDER	4211211	9/18/2012	Proxibid, Inc.
AUCTIONGUARD	4211196	9/18/2012	Proxibid, Inc.
DIVVYU	5038729	9/13/2016	Divvy, LLC
DIVVYU and design	5038728	9/13/2016	Divvy, LLC
DIVVY	4630770	11/4/2014	Divvy, LLC
DIVVY and design	4630769	11/4/2014	Divvy, LLC

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Registrant

None.

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