

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409493

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUPANION, INC.		12/16/2016	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: 10			
Property Type	Number	Word Mark	
Registration Number:	4423830	CLAIMS EXPRESS	
Serial Number:	85842462	TRUPANION	
Registration Number:	4400175	TRUPANION	
Registration Number:	3525250	TRUPANION	
Registration Number:	5041380	TRUPANION EXPRESS	
Registration Number:	4653792	TRUPANION EXPRESS	
Registration Number:	5039042	VETERINARIAN APPRECIATION DAY	
Registration Number:	5039043	EST. 2015 VETERINARIAN APPRECIATION DAY	
Registration Number:	5039041	VETERINARIAN APPRECIATION DAY	
Registration Number:	4520209	TRUPANION	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		

CH \$265.00 4423830

Address Line 4:	ATLANTA, GEORGIA 30308-2216
ATTORNEY DOCKET NUMBER:	239081.000030
NAME OF SUBMITTER:	Christopher Close
SIGNATURE:	/Christopher Close/
DATE SIGNED:	12/19/2016
Total Attachments: 7 source=Square 1_Trupanion (Executed Intellectual Property Security Agreement - Trupanion)#page1.tif source=Square 1_Trupanion (Executed Intellectual Property Security Agreement - Trupanion)#page2.tif source=Square 1_Trupanion (Executed Intellectual Property Security Agreement - Trupanion)#page3.tif source=Square 1_Trupanion (Executed Intellectual Property Security Agreement - Trupanion)#page4.tif source=Square 1_Trupanion (Executed Intellectual Property Security Agreement - Trupanion)#page5.tif source=Square 1_Trupanion (Executed Intellectual Property Security Agreement - Trupanion)#page6.tif source=Square 1_Trupanion (Executed Intellectual Property Security Agreement - Trupanion)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 16, 2016 by and between **PACIFIC WESTERN BANK**, a California state chartered bank (“**Administrative Agent**”), as administrative agent for the Lenders, and **TRUPANION, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Pursuant to that certain Loan and Security Agreement by and among Administrative Agent, the lenders party thereto (the “**Lenders**”), **TRUPANION MANAGERS USA, INC.**, an Arizona corporation (“**Trupanion Managers**”; together with Grantor, individually and collectively, “**Borrower**”), and Grantor, dated of even date herewith (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), the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrower in the amounts and manner set forth in the Loan Agreement.

B. The Lenders are willing to extend and to continue to extend financial accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Administrative Agent, for the benefit of itself and the Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Administrative Agent, for the benefit of itself and the Lenders, 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 all other agreements now existing or hereafter arising among Borrower, the Administrative Agent, and the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower’s obligations under the Loan Agreement and under any other agreement now existing or hereafter arising among Administrative Agent, the Lenders, and Borrower, Grantor grants and pledges to Administrative Agent, for the benefit of itself and the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its 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 (collectively, “**Intellectual Property Collateral**”).

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of itself and the Lenders, under the Loan Agreement. The rights and remedies of Administrative Agent 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 Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent 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 Administrative Agent 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 Administrative Agent, 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, 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.

GRANTOR:

Address of Grantor:

6100 4th Avenue South, Suite 200
Seattle, Washington 98108

TRUPANION, INC.

By: 

Name: Darryl Rawlings

Title: President and CEO

ADMINISTRATIVE AGENT:

Address of Administrative Agent:

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

**PACIFIC WESTERN BANK, AS
ADMINISTRATIVE AGENT**

By: _____

Name: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

TRUPANION, INC.

6100 4th Avenue South, Suite 200
Seattle, Washington 98108

By: _____

Name: Darryl Rawlings

Title: President and CEO

ADMINISTRATIVE AGENT:

Address of Administrative Agent:

**PACIFIC WESTERN BANK, AS
ADMINISTRATIVE AGENT**

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

By: 

Name: Adam Glick

Title: SVP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

Description	Country	Registration OR Serial Number	Registration OR Filing Date
Pet Insurance User Interface 991100	US	29/449,619	3/15/2013
	EPC		
Pet Insurance User Interface 995100	(Europe)	002308841	9/13/2013
Pet Insurance System and Method 991110	US	61/801,404	3/15/2013
Pet Insurance System and Method 991111	US	14/210,079	3/13/2014
Pet Insurance System and Method 991112	US CIP	14/924,606	10/27/2015
Pet Insurance System and Method 995110	PCT	US14/27042	3/14/2014
Pet Insurance System and Method 995111	Canada	2,907,162	3/14/2014
Pet Insurance System and Method 995112	Brazil	BR1120150237703	3/14/2014
Pet Insurance System and Method 995113	Japan	NYA	3/14/2014
Pet Insurance System and Method 995114	China	201480027810.4	3/14/2014
Pet Insurance System and Method 995115	EPO	14770490.2	3/14/2014
Pet Insurance System and Method 995116	Hong Kong	16109621	8/12/2016

EXHIBIT C
TRADEMARKS

Description	Country	Registration OR Serial Number	Registration OR Filing Date
Claims Express	Canada	TMA893135	12/31/2014
Claims Express	US	4423830	10/29/2013
trupanion	Canada	1640973	8/26/2013
trupanion	US	85/842462	2/6/2013
trupanion	US	4400175	9/10/2013
trupanion	US	4520209	4/29/2014
TRUPANION	US	3525250	10/28/2008
trupanion EXPRESS	Canada	1638974	8/9/2013
trupanion EXPRESS	US	5041380	9/13/2016
trupanion EXPRESS	US	4653792	12/9/2014
Veterinarian Appreciation Day	Canada	1763131	1/13/2016
Veterinarian Appreciation Day	US	5039042	9/13/2016
Veterinarian Appreciation Day	US	5039041	9/13/2016
Veterinarian Appreciation Day & Design	Canada	1763132	1/13/2016
Veterinarian Appreciation Day & Design	US	5039043	9/13/2016