

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM408340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCOUTIT, INC.		12/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITY NATIONAL BANK		
Street Address:	245 Lytton Avenue, Suite 175		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87237864	RECEIPT SWEEPS	
Serial Number:	87231356	RECEIPTBIN	
Serial Number:	87230363	RECEIPT LOTTERY	
Serial Number:	87230286	SHOPAROO	
Serial Number:	87223008	RECEIPT HOG	
Registration Number:	4565615	SCANTOPIA	
Registration Number:	4612955	INFOScout	
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:	(650) 648-3802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	12/09/2016		

OP \$190.00 87237864

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 7, 2016 by and between SCOUTIT, INC., a Delaware corporation ("**Grantor**") and CITY NATIONAL BANK, 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 dated as of September 14, 2015 and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to continue 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.

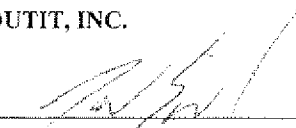
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

SCOUTIT, INC.
322 Ritch Street
San Francisco, California 94107
Attn: Jared Schriener, CEO
CJ Tinloy - Finance Manager

SCOUTIT, INC.

By: 
Print Name: Jared Schriener
Title: CEO + President

Address of Bank:

245 Lytton Avenue, Suite 175
Palo Alto, CA 94301

CITY NATIONAL BANK

By: _____
Print Name: _____
Title: _____

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:

SCOUTIT, INC.

SCOUTIT, INC.
322 Ritch Street
San Francisco, California 94107
Attn: Jared Schrieber, CEO
CJ Tinloy – Finance Manager

By: _____

Print Name: _____

Title: _____

Address of Bank:

CITY NATIONAL BANK

245 Lytton Avenue, Suite 175
Palo Alto, CA 94301

By:  _____

Print Name: Corey Dietrick

Title: Senior Vice President

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist ☒

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Please Check Box if No Patents Exist ☐

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
SYSTEM AND METHOD FOR AUTOMATED RETAIL PRODUCT ACCOUNTING	13/754664	January 30, 2013

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist ☐

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
RECEIPT SWEEPS	87237864		11/15/16
RECEIPTBIN	87231356		11/9/16
RECEIPT LOTTERY	87230363		11/8/16
SHOPAROO	87230286		11/8/16
RECEIPT HOG	87223008		11/1/16
RECEIPT LOTTERY	86832619		*
SCANTOPIA	86075228	4565615	7/8/14
INFOSCOUT	86183654	4612955	9/30/14

* indicates abandoned, dead or cancelled trademark