

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clutch Holdings LLC		12/19/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Engine Lending Opportunities, LLC		
<b>Street Address:</b>	725 Eagle Farm Road		
<b>City:</b>	Villanova		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19805		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86670342	C	
<b>Serial Number:</b>	86670320	CLUTCH	
<b>Registration Number:</b>	4478565	CLUTCH	
<b>Serial Number:</b>	87169131	PIO	
<b>Serial Number:</b>	86638232	PERSIO	
<b>Registration Number:</b>	4335995	GO4WIFI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159814750		
<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>			
<b>Phone:</b>	215-981-4194		
<b>Email:</b>	kennedyp@pepperlaw.com, catalant@pepperlaw.com, frankenb@pepperlaw.com		
<b>Correspondent Name:</b>	Paul J. Kennedy		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	Eighteenth and Arch Streets		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2799		
<b>ATTORNEY DOCKET NUMBER:</b>	144959.2		
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy		

OP \$165.00 86670342

<b>SIGNATURE:</b>	/Paul J. Kennedy/
<b>DATE SIGNED:</b>	02/08/2017
<b>Total Attachments: 7</b> source=IP Security Agreement (Clutch to Engine Lending)#page1.tif source=IP Security Agreement (Clutch to Engine Lending)#page2.tif source=IP Security Agreement (Clutch to Engine Lending)#page3.tif source=IP Security Agreement (Clutch to Engine Lending)#page4.tif source=IP Security Agreement (Clutch to Engine Lending)#page5.tif source=IP Security Agreement (Clutch to Engine Lending)#page6.tif source=IP Security Agreement (Clutch to Engine Lending)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 19, 2016 by and between Engine Lending Opportunities, LLC, a Delaware limited liability company ("Lender") and CLUTCH HOLDINGS LLC, a Delaware limited liability company ("Grantor").

**RECITALS**

A. Lender has agreed to make the Credit Extension to Grantor (the "Loan") in the amount and manner set forth in that certain Loan and Security Agreement by and between Lender, Grantor and CLUTCH HOLDINGS, INC., a Delaware corporation, 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 but not otherwise defined herein are used as defined in the Loan Agreement). Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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.

2. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

3. 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.

4. 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.

*[Signature Page to Follow]*

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:

201 South Maple Avenue, Suite 250  
Ambler, PA 19002

Attn: Chief Executive Officer

CLUTCH HOLDINGS LLC

By:  \_\_\_\_\_

Edmund Moore, Jr.  
Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

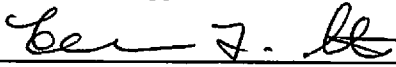
**TRADEMARK**  
**REEL: 005984 FRAME: 0392**

Address of Lender:

725 Eagle Farm Road  
Villanova, PA  
19805

LENDER:

Engine Lending Opportunities, LLC

By: 

Laurence L. Stone  
President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 005984 FRAME: 0393

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Computing devices having systems and methods for saving, updating, displaying and editing search queries	14/093420	Unk
Systems and methods for triggering messages upon purchase, gift, and/or transfer of digital items	14/093432	Unk



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration</u> <u>No.</u>	<u>File Date</u>
C	86670342	6/22/15
CLUTCH	86670320	6/22/15
CLUTCH	4478565	3/5/12
PIO & Design (Persio logo)	87169131	9/13/16
Persio	86638232	5/21/15
GO4WIFI	4335995	5/14/13