

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thru, Inc.		02/22/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Lee Harrison
Street Address:	P.O. Box R205 Royal Exchange
City:	New South Wales 1225
State/Country:	AUSTRALIA
Entity Type:	INDIVIDUAL: AUSTRALIA
Name:	Eliza Jayne McCoy
Street Address:	PO Box R205 Royal Exchange
City:	New South Wales
State/Country:	AUSTRALIA
Entity Type:	INDIVIDUAL: AUSTRALIA
Name:	Roderic Holliday-Smith
Street Address:	P.O. Box R205 Royal Exchange
City:	New South Wales
State/Country:	AUSTRALIA
Entity Type:	INDIVIDUAL: AUSTRALIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85475272	DROPBOX

CORRESPONDENCE DATA

Fax Number: 2148712111

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.

Phone: 2148801826

Email: ezukoski@qslwm.com

Correspondent Name: Eric Zukoski

Address Line 1: 2001 Bryan Street

Address Line 2: Suite 1800

Address Line 4: Dallas, TEXAS 75201

TRADEMARK

DOMESTIC REPRESENTATIVE

Name: Eric Zukoski
Address Line 1: 2001 Bryan Street
Address Line 2: Suite 1800
Address Line 4: Dallas, TEXAS 75201

DOMESTIC REPRESENTATIVE

Name: Eric Zukoski
Address Line 1: 2001 Bryan Street
Address Line 2: Suite 1800
Address Line 4: Dallas, TEXAS 75201

DOMESTIC REPRESENTATIVE

Name: Eric Zukoski
Address Line 1: 2001 Bryan Street
Address Line 2: Suite 1800
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Eric Zukoski
SIGNATURE:	/Eric Zukoski/
DATE SIGNED:	02/23/2017

Total Attachments: 4

source=EXECUTED Security Agreement#page1.tif
source=EXECUTED Security Agreement#page2.tif
source=EXECUTED Security Agreement#page17.tif
source=EXECUTED Security Agreement#page18.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made as of the 22nd day of February, 2017, by THRU, INC. a Delaware corporation (hereinafter called "Debtor", whether one or more), whose place of business (as the term is used in the Code) is located at 909 Lake Carolyn Pkwy, Irving, TX 75039, in favor of **Lee Harrison, Eliza Jayne McCoy, and Roderic Holliday-Smith** ("Secured Party"), whose address is **Lee Harrison, Eliza Jayne McCoy, and Roderic Holliday Smith. c/o Roderic Holliday-Smith PO Box R205 Royal Exchange, NSW, 1225, Australia.** Debtor hereby agrees with Secured Party as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

- (a) The term "Obligor" shall mean THRU, INC., a Delaware corporation.
- (b) The term "Code" shall mean the Texas Business and Commerce Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.
- (c) The term "Collateral" shall mean all of the personal property of Debtor as set forth below (as indicated), wherever located, and now owned or hereafter acquired:

All "accounts", as defined in the Code, together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

All "chattel paper" as defined in the Code, including without limit all tangible and electronic chattel paper and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "equipment" as defined in the Code, including all inventory, materials, computer software and records, goods, and other personal property owned by Debtor now or in the future, and all documents or receipts covering such property, and all licenses and permits used or held for use in connection with such property, of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all manuals, instructions and records relating in any way to the foregoing

(including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "instruments" as defined in the Code (including promissory notes), including letters of credit, and letter of credit rights and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "deposit accounts" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "general intangibles" as defined in the Code, including without limit limited liability company interests, contract rights, any rights to the payment of money, insurance claims and proceeds and all supporting obligations and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property, including computer code, computer platforms and operating systems owned by Debtor or used in Debtor's business.

All "patents" as defined in the Code, including all trademarks, service marks, copyrights, licenses, and all other intellectual property owned by the Debtor (collectively, the "Intellectual Property"), and all agreements and contracts to which Debtor is a party regarding the use and exploitation of any of the Intellectual Property and applications therefor, now owned or hereafter acquired by the Debtor.

All of Debtor's ownership interest in any subsidiary company, whether now held or hereafter acquired, and any capital stock, equity units or membership interests in any other corporation, partnership, limited liability company or other business entity, any securities and all other investment property.

All commercial tort claims and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

The term Collateral as used herein, shall also include all Products and Proceeds of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize

(m) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(n) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

EXECUTED as of the date first written above.

DEBTOR:

THRU, INC., a Delaware corporation

By: Jeff Kight
Name: Jeff Kight
Title: CFO, Thru, Inc.

OBLIGOR:

THRU, INC., a Delaware corporation

By: Jeff Kight
Name: Jeff Kight
Title: CFO, Thru, Inc.

SECURED PARTY:

Lee Harrison

By: Lee Harrison
Lee Harrison

Eliza Jayne McCoy

By: Eliza McCoy
Eliza Jayne McCoy

Roderic Holliday-Smith

By: Eliza Jayne McCoy
Eliza Jayne McCoy

(m) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(n) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

EXECUTED as of the date first written above.

DEBTOR:

THRU, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

OBLIGOR:

THRU, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

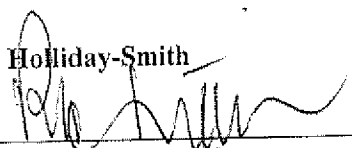
Lee Harrison

By: _____
Lee Harrison

Eliza Jayne McCoy

By: _____
Eliza Jayne McCoy

Roderic Holliday-Smith

By:  _____
Roderic Holliday-Smith