

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECOATM, LLC		03/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3815679	ECOATM	
Registration Number:	4587156	ECOATM	
Serial Number:	86625994	ECOTRADER	
Registration Number:	3900210	GAZELLE	
Registration Number:	3900214	GAZELLE	
Registration Number:	4233478		
Registration Number:	4778050	THE GIVING GREEN MACHINE	
Registration Number:	4736181	THE GIVING GREEN MACHINE	
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:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 3815679

ATTORNEY DOCKET NUMBER:	F168882
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	03/08/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 7, 2017 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 4370 La Jolla Village Drive, Suite 1050, San Diego, California 92122 ("Bank") and **ECOATM, LLC**, a Delaware limited liability company, with its principal place of business located at 10121 Barnes Canyon Road, San Diego, California 92121 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.


5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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:

ECOATM, LLC

By: 
Name: David D. Maguerra
Title: CEO

BANK:

SILICON VALLEY BANK

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:

ECOATM, LLC

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

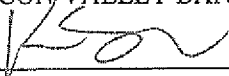
By:  _____
Name: KADIE SOBEL
Title: DIRECTOR

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description	Registration/Application #	Registration/ Application Date
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	8195511	6/5/2012
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	8463646	6/11/2013
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	7881965	2/1/2011
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	8239262	8/7/2012
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	8423404	4/16/2013
APPARATUS AND METHOD FOR RECYCLING MOBILE PHONES	8200533	6/12/2012
KIOSK FOR RECYCLING ELECTRONIC DEVICES	D669891	10/30/2012
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	13913408	6/8/2013
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	13862395	4/13/2013
APPARATUS AND METHOD FOR RECYCLING MOBILE PHONES	13492835	6/9/2012
KIOSK FOR RECYCLING ELECTRONIC DEVICES	13438924	4/4/2012
METHOD AND APPARATUS FOR RECYCLING ELECTRONIC DEVICES	15214791	7/20/2016
KIOSKS FOR EVALUATING AND PURCHASING USED ELECTRONIC DEVICES AND RELATED TECHNOLOGY	15091487	4/5/2016
METHOD AND APPARATUS REMOVING DATA FROM A RECYCLED ELECTRONIC DEVICE	13693032	12/3/2012
MINI-KIOSK FOR RECYCLING ELECTRONIC DEVICES	13792030	3/9/2013
METHOD AND SYSTEM FOR REMOVING AND TRANSFERRING DATA FROM A RECYCLED ELECTRONIC DEVICE	13794814	3/12/2013
METHOD AND SYSTEM FOR RECYCLING ELECTRONIC DEVICES IN COMPLIANCE WITH SECOND HAND DEALER LAWS	13794816	3/12/2013
WIRELESS-ENABLED KIOSK FOR RECYCLING CONSUMER DEVICES	14873158	10/1/2015
APPLICATION FOR DEVICE EVALUATION AND OTHER PROCESSES ASSOCIATED WITH DEVICE RECYCLING	14873145	10/1/2015

METHODS AND SYSTEMS FOR PRICING AND PERFORMING OTHER PROCESSES ASSOCIATED WITH RECYCLING MOBILE PHONES AND OTHER ELECTRONIC DEVICES	14498763	9/26/2014
MAINTAINING SETS OF CABLE COMPONENTS USED FOR WIRED ANALYSIS, CHARGING, OR OTHER INTERACTION WITH PORTABLE ELECTRONIC DEVICES	14500739	09/29/20147
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	14925357	10/28/2015
METHODS AND SYSTEMS FOR FACILITATING PROCESSES ASSOCIATED WITH INSURANCE SERVICES AND/OR OTHER SERVICES FOR ELECTRONIC DEVICES	14925375	10/28/2015
DEVICE RECYCLING SYSTEMS WITH FACIAL RECOGNITION	14663331	3/19/2015
SYSTEM AND METHODS FOR INSPECTING MOBILE DEVICES AND OTHER CONSUMER ELECTRONIC DEVICES WITH A LASER	14660768	3/17/2015
METHODS AND SYSTEMS FOR PROVIDING INFORMATION REGARDING COUPONS/PROMOTIONS AT KIOSKS FOR RECYCLING MOBILE PHONES AND OTHER ELECTRONIC DEVICES	14964963	12/10/2015
METHODS AND SYSTEMS FOR RECORDING INTERACTIONS WITH A SYSTEM FOR PURCHASING MOBILE PHONES AND OTHER ELECTRONIC DEVICES	15057707	3/1/2016
METHODS AND SYSTEMS FOR IDENTIFYING MOBILE PHONES AND OTHER ELECTRONIC DEVICES	14568051	12/11/2014
METHODS AND SYSTEMS FOR DYNAMIC PRICING AND PERFORMING OTHER PROCESSES ASSOCIATED WITH RECYCLING MOBILE PHONES AND OTHER ELECTRONIC DEVICES	14598469	1/16/2015
SYSTEM FOR ELECTRICALLY TESTING MOBILE DEVICES AT A CONSUMER-OPERATED KIOSK, AND ASSOCIATED DEVICES AND METHODS	14506449	10/3/2014
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	14966346	12/11/2015
METHODS AND SYSTEMS FOR EVALUATING AND RECYCLING ELECTRONIC DEVICES	14934134	11/5/2015
METHODS AND SYSTEMS FOR DETECTING CRACKS IN ELECTRONIC DEVICES	15130851	4/15/2016
METHODS AND SYSTEMS FOR DETECTING SCREEN COVERS ON ELECTRONIC DEVICES	15176975	6/9/2016
METHODS AND SYSTEMS FOR DETECTING DAMAGE IN EDGE REGIONS OF MOBILE ELECTRONIC DEVICES	62332736	5/6/2016

SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	14967183	12/11/2015
METHODS AND SYSTEMS FOR DETECTING CRACKS IN ILLUMINATED ELECTRONIC DEVICE SCREENS	15195828	6/28/2016

EXHIBIT C

Trademarks

Description	Registration/Application #	Registration/Application Date	Status
ECOATM	3815679	7/6/2010	Registered
ECOATM	4587156	8/19/2014	Registered
ECOTRADER	86625994	5/11/2015	Pending
GAZELLE	3900210	1/4/2011	Registered
GAZELLE and DESIGN	3900214	1/4/2011	Registered
ROBOT DESIGN	4233478	10/30/2012	Registered
THE GIVING GREEN MACHINE	4778050	7/21/2015	Registered
THE GIVING GREEN MACHINE	4736181	5/12/2015	Registered

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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