

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VI, Inc.		03/24/2017	Corporation: MARYLAND
Venture Lending & Leasing VII, Inc.		03/24/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	YouCaring Dot Com, LLC		
Street Address:	49 Geary Street, Suite 530		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4308830	CREATE UNEXPECTED JOY	
Registration Number:	4308833	GIVEASaurus	
Registration Number:	4333616	GIVEFORWARD	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	303-291-2300		
Email:	kristimurray@perkinscoie.com		
Correspondent Name:	Lisa K. Koenig, Perkins Coie LLP		
Address Line 1:	1900 Sixteenth Street, Suite 1400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	114747.4000		
NAME OF SUBMITTER:	Lisa K. Koenig		
SIGNATURE:	/Lisa K. Koenig/		
DATE SIGNED:	04/10/2017		
Total Attachments: 19			

OP \$90.00 4308830

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TRADEMARK TRANSFER STATEMENT
(under Uniform Commercial Code Section 9-619)

WHEREAS, GiveFoward, Inc., a Delaware corporation ("**GiveForward**"), is the registered owner of certain trademarks and service marks registered in the United States Patent and Trademark Office, foreign trademark registrations, and common law trademarks and service marks, which are set forth on the Schedule attached hereto (hereinafter collectively referred to as the "**Marks**") and is the owner of the goodwill associated with the Marks;

WHEREAS, GiveForward, in a certain Intellectual Property Security Agreement, dated as of June 18, 2014 and recorded with the United States Patent and Trademark Office, previously granted to each of Venture Lending & Leasing VI, Inc. ("**VLL6**") and Venture Lending & Leasing VII, Inc. ("**VLL7**") and sometimes being referred to herein together with VLL7 as "**Secured Parties**" and individually as a "**Secured Party**") security interests in all of GiveForward's right, title and interest in and to all general intangibles and other personal property owned by GiveForward, including, without limitation, the Marks and associated goodwill as security for certain loans which are in default;

WHEREAS, GiveForward has defaulted in connection with its secured obligations to Secured Parties;

WHEREAS, each Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on March 24, 2017, the Marks and associated goodwill to YouCaring Dot Com, LLC, a Delaware limited liability company ("**Transferee**"); and

WHEREAS, by reason of the exercise of such post-default remedies, all rights of GiveForward in and to the Marks have been acquired by Transferee.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all right, title and interest of GiveForward in and to the Marks and associated goodwill, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee.

The mailing address of GiveForward, Secured Parties and the Transferee are as follows:

GiveForward:

GiveForward, Inc.

2039 W. Wabansia, Suite 1
Chicago, Illinois 60647

Attention:

Secured Parties:

Venture Lending & Leasing VI, Inc.
Venture Lending & Leasing VII, Inc.
104 La Mesa Drive, Suite102
Portola Valley, CA 94028
Attention: Chief Financial Officer

Transferee:

YouCaring Dot Com, LLC
49 Geary Street, Suite 530
San Francisco, CA 94108
Attention: Dan Saper

This instrument may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this instrument by facsimile or other means of electronic transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.


[Signature pages follow]

[Signature Page to Trademark Transfer Statement]

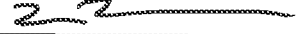
IN WITNESS WHEREOF, Secured Parties and Transferee have caused this instrument to be executed this 24th day of March, 2017.

SECURED PARTIES:

VENTURE LENDING & LEASING VI, INC.

By: 
Name: Maurice Werdegar
Title: President and CEO

VENTURE LENDING & LEASING VII, INC.

By: 
Name: Maurice Werdegar
Title: President and CEO

TRANSFEREE:

YOUCARING DOT COM, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, Secured Parties and Transferee have caused this instrument to be executed this 24th day of March, 2017.

SECURED PARTIES:

VENTURE LENDING & LEASING VI, INC.

By: _____
Name: _____
Title: _____

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: _____
Title: _____

TRANSFEE:

YOUCARING.DOT.COM, LLC

By:  _____
Name: Dan Saper
Title: Chief Executive Officer

Schedule of Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
Create Unexpected Joy	Serial No. 85691069 Registration No. 4308830	July 31, 2012 March 26, 2013
Giveasaurus	Serial No. 85691096 Registration No. 4308833	July 31, 2012 March 26, 2013
GIVEFORWARD	Registration No. 4,333,616 Serial No. 85525309	May 14, 2013 January 25, 2012

GREENE RADOVSKY MALONEY SHARE & HENNIGH LLP

FOUR EMBARCADERO CENTER, SUITE 4000, SAN FRANCISCO, CA 94111 TEL: (415) 981-1400 FAX: (415) 777-4961

March 7, 2017

VIA OVERNIGHT DELIVERY

GiveForward, Inc.
222 W. Merchandise Mart Plaza, 12th Floor
Chicago, IL 60654

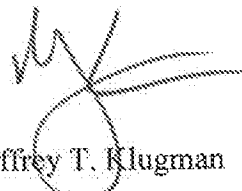
Re: GiveForward, Inc. - Loan and Security Agreement, dated as of June 18, 2014
(the "Loan Agreement"), between GiveForward, Inc., as debtor, and each of
Venture Lending & Leasing VI, Inc. and Venture Lending & Leasing VII, Inc.,
as secured party

NOTIFICATION OF DISPOSITION OF COLLATERAL

This firm represents Venture Lending & Leasing VI, Inc. and Venture Lending & Leasing VII, Inc. (together, the "Secured Parties"). The Secured Parties intend to sell all right, title and interest of GiveForward, Inc., a Delaware corporation ("Debtor"), in and to substantially all of Debtor's personal property assets that constitute collateral for Debtor's obligations to the Secured Parties privately sometime after March 17, 2017.

You are entitled to an accounting of the unpaid indebtedness secured by the property Secured Parties intend to sell. You may request an accounting by calling Secured Parties at (650) 234-4300.

Very truly yours,



Jeffrey T. Klugman

JTK/jk



DEFAULT NOTICE

March 7, 2017

Mr. Josh Chapman
Chief Executive Officer
GiveForward
222 W. Merchandise Mart Plaza, 12th Floor
Chicago, IL 60654

RE: Notice of Default under the Loan Agreement

Dear Mr. Chapman,

Reference is made to the Loan and Security Agreements, dated as of June 18, 2014 (the "Agreement"), between GiveForward, Inc. ("Debtor or Holdings"), a Delaware corporation ("Borrower"), and each of Venture Lending & Leasing VI, Inc., a Maryland corporation ("VLL6") and Venture Lending & Leasing VII, Inc., a Maryland corporation ("VLL7"). VLL6 and VLL7 are each sometimes being referred to herein individually as a "Lender" and collectively, as "Lenders".

Borrower has failed to pay principal and interest when due and such failure has continued for greater than three (3) days, which constitutes an Event of Default under Section 7.1(a) of the Loan Agreement. Additionally, Borrower has failed to pay its debts generally as they became due, which constitutes an Event of Default under Section 7.1(c) of the Loan Agreement.

According to the terms of the Loan Agreement, upon the occurrence and continuation of an Event of Default, Lender has the right to accelerate all sums of basic interest and principal, as well as other obligations due under the Loan Agreement. In addition, Lender has the right to exercise any other right or remedy provided under the Loan Documents or applicable law. Lender hereby elects to accelerate all such obligations and indebtedness.

As of March 1, 2017, the following amounts are due to Lender:

VLL6: \$ [REDACTED]
VLL7: \$ [REDACTED]

The foregoing amount does not include attorney's fees, late fees, and other costs of enforcement and collection as provided in the Loan Documents. Lender reserves all rights to collect such costs and reserves the right to assess and collect additional interest on the



Western Technology Investment

accelerated but unpaid amounts at the Default Rate. Lender also reserves all rights and remedies available under the Loan Documents and applicable law, including the right to recover and dispose of the Collateral securing the indebtedness in which Borrower granted security interests to Lender pursuant to the Loan Documents.

Please immediately remit the balances as follows:

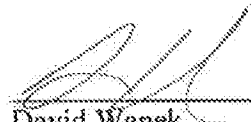
FOR VENTURE LENDING & LEASING VI, INC.

Union Bank
Monterey Park, CA 91755
TRUSF Branch 09569 / Domestic Custody
ABA # 1220-00496
Credit To: Venture Lending & Leasing VI, Inc.
Account No: 6733002660
Attn: Kevin Bruni

VENTURE LENDING & LEASING VII, INC.

Union Bank
Monterey Park, CA 91755
TRUSF Branch 09569 / Domestic Custody
ABA # 1220-00496
For Credit To: Venture Lending & Leasing VII, Inc.
Account No.: 6712005301
Attn: Kevin Bruni

Sincerely,
Venture Lending & Leasing VI, Inc.
Venture Lending & Leasing VII, Inc.



David Wanek
Vice President

cc: Jeffrey Klugman, Greene Radovsky Maloney Share and Hennigh LLP

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GiveForward, Inc.	FORMERLY GiveForward, LLC	06/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing VI, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
Name:	Venture Lending & Leasing VII, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4333616	GIVEFORWARD	
Serial Number:	85691069	CREATE UNEXPECTED JOY	
Serial Number:	85691096	GIVEASaurus	
CORRESPONDENCE DATA			
Fax Number:	4157774961		
<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:	415 981 1400		
Email:	gkiviat@grmslaw.com		
Correspondent Name:	Jeffrey T. Klugman		
Address Line 1:	Four Embarcadero Center, Suite 4000		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	48046/0166 T		

OP \$90.00 4333616

NAME OF SUBMITTER:	Jeffrey T. Klugman
SIGNATURE:	/Jeffrey T. Klugman/
DATE SIGNED:	06/19/2014
Total Attachments: 9 source=GiveForward, Inc. - 67-0166#page1.tif source=GiveForward, Inc. - 67-0166#page2.tif source=GiveForward, Inc. - 67-0166#page3.tif source=GiveForward, Inc. - 67-0166#page4.tif source=GiveForward, Inc. - 67-0166#page5.tif source=GiveForward, Inc. - 67-0166#page6.tif source=GiveForward, Inc. - 67-0166#page7.tif source=GiveForward, Inc. - 67-0166#page8.tif source=GiveForward, Inc. - 67-0166#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June 18, 2014, by and between GIVEFORWARD, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any

applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. 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.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL6, on the one hand, and Grantor and VLL7, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL6 and VLL7. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL6 and VLL7, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL6 and VLL7, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL6 and/or VLL7 independently of one another. The security interests granted by Grantor to each of VLL6 and VLL7 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

GIVEFORWARD, INC.

By: [Signature]
Name: _____
Title: CEO

Address for Notices:

1514 N Damen St. 303
Chicago, IL 60622
Attn: Chelsea Lange
Fax #: _____
Phone #: 312-377-1200

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

GIVEFORWARD, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

Attn: _____
Fax #: _____
Phone #: _____

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By: _____
Name: David Wanek
Title: Vice President

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: David Wanek
Title: Vice President

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Registration/Serial Number

Registration /Application Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
Create Unexpected Joy	Serial No. 85-691,069	January 8, 2013
Giveasaurus	Serial No. 85-691,096	January 8, 2013
GIVEFORWARD	Registration No. 4,333,616	May 14, 2013

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JTK/452474.2