

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIGERTEXT, INC.		04/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WF FUND V LIMITED PARTNERSHIP		
Street Address:	40 KING STREET WEST		
Internal Address:	SUITE 5001		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87212475	TIGERFLOW	
Registration Number:	5121291	ROLES	
Registration Number:	5159208	TIGERCONNECT	
Registration Number:	4721864	WORK SECURELY	
Registration Number:	4512835	FAST DEPLOY	
Registration Number:	4228158	SOXTEXT	
Registration Number:	4330511	TIGERTEXT	
Registration Number:	4098790	HIPAATEXT	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	313569-126 TIGERTEXT		

CH \$215.00 87212475

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	04/12/2017
Total Attachments: 6 source=Wellington - TigerText (executed) IPSA 4.12.17#page1.tif source=Wellington - TigerText (executed) IPSA 4.12.17#page2.tif source=Wellington - TigerText (executed) IPSA 4.12.17#page3.tif source=Wellington - TigerText (executed) IPSA 4.12.17#page4.tif source=Wellington - TigerText (executed) IPSA 4.12.17#page5.tif source=Wellington - TigerText (executed) IPSA 4.12.17#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of April 12, 2017 by and between **WF FUND V LIMITED PARTNERSHIP**, a limited partnership organized under the laws of Ontario (“**Lender**”), **TIGERTEXT, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Secured Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

To secure the Secured Obligations, Grantor grants Lender a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


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:

2110 Broadway
Santa Monica, CA 90404
Attn: Chief Executive Officer
Facsimile: N/A

TIGERTEXT, INC.

By: 

Title: President and Chief Executive Officer

Name: Brad Brooks

LENDER:

Address of Lender:

40 King Street West, Suite 5001
Toronto, Ontario, M5H 3Y2 Canada
Attention: Mark McQueen
Facsimile: (416) 682-1160

WF FUND V LIMITED PARTNERSHIP

By: **GP WF FUND V LIMITED PARTNERSHIP,**
its general partner

By: **2177995 ONTARIO LIMITED,**
its general partner

with a copy (which shall not constitute notice) to:

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304-1130
Fax: (650) 849-7400

By: _____

Title: _____

Name: _____

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:

2110 Broadway
Santa Monica, CA 90404
Attn: Chief Executive Officer
Facsimile: N/A

TIGERTEXT, INC.

By: _____

Title: _____

Name: _____

LENDER:

Address of Lender:

40 King Street West, Suite 5001
Toronto, Ontario, M5H 3Y2 Canada
Attention: Mark McQueen
Facsimile: (416) 682-1160

WF FUND V LIMITED PARTNERSHIP

By: **GP WF FUND V LIMITED PARTNERSHIP,**
its general partner

By: **2177995 ONTARIO LIMITED,**
its general partner

with a copy (which shall not constitute notice) to:

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304-1130
Fax: (650) 849-7400

By: _____

Title: President & CEO

Name: Mark R. McQueen

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
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None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Messaging system apparatuses circuits and methods of operation thereof	9,489,661	11/08/16
Method of sending messages to devices no configured to receive them	9,479,909	10/25/16
Messaging system apparatuses and methods of operation thereof	9,443,227	09/13/16
Method of facilitating object oriented ephemeral conversations	14/658,362	03/16/15
Method of escalating delivery of undelivered messages	14/659,512	03/16/15
Messaging system apparatuses and methods of operation thereof	15/224,472	07/29/16
Messaging system apparatuses circuits and methods of operation thereof	15/261,854	09/09/16
Method of sending messages to devices no configured to receive them	15/273,637	09/22/16

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TIGERFLOW	87/212,475	10/22/16
ROLES	5,121,291	01/10/17
TIGERCONNECT	5,159,208	03/14/17
WORK SECURELY	4,721,864	04/14/15
FAST DEPLOY	4,512,835	04/08/14
SOXTEXT	4,228,158	10/16/12
TIGERTEXT	4,330,511	05/07/13
HIPAA TEXT	4,098,790	02/14/12