

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gazillion, Inc.		04/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH IV, L.P.		
Street Address:	1660 TIBURON BLVD.		
Internal Address:	SUITE D		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4364791	GAZILLION	
Registration Number:	4280091	GAZILLION	
Registration Number:	4280092	GAZILLION	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<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:	4154653283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg/		
DATE SIGNED:	04/14/2017		
Total Attachments: 3			
source=Item 03 - Gazillion Trademark Collateral Notice#page1.tif			
source=Item 03 - Gazillion Trademark Collateral Notice#page2.tif			
source=Item 03 - Gazillion Trademark Collateral Notice#page3.tif			

OP \$90.00 4364791

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of April 13, 2017 ("Trademark Agreement"), is between Gazillion, Inc., a Delaware corporation with its principal place of business at 4100 E. 3rd Avenue, 4th Floor, San Mateo, CA 94404 ("Assignor") and Partners for Growth IV, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, California 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Gazillion, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By  _____

Name: Philip Lawson

Title: Manager, Partners for Growth IV, LLC
Its General Partner

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of April 13, 2017 ("Trademark Agreement"), is between Gazillion, Inc., a Delaware corporation with its principal place of business at 4100 E. 3rd Avenue, 4th Floor, San Mateo, CA 94404 ("Assignor") and Partners for Growth IV, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, California 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Gazillion, Inc.

By

Chief Executive Officer

By

Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By

Name:

Title: Manager, Partners for Growth IV, LLC
Its General Partner

EXHIBIT 1
Gazillion, Inc.

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Country	Owner
App. No. 85/784,377	Filed 11/20/2012	GAZILLION	USA	Gazillion, Inc.
Reg. No. 4,364,791	Registered 07/09/2013	Int'l Class 16		
App. No. 77/614,077	Filed 11/13/2008	GAZILLION	USA	Gazillion, Inc.
Reg. No. 4,280,091	Registered 01/22/2013	Int'l Class 38		
App. No. 77/614,089	Filed 11/13/2008	GAZILLION	USA	Gazillion, Inc.
Reg. No. 4,280,092	Registered 01/22/2013	Int'l Class 45		