

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425554

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCVNGR, Inc.		04/18/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USB Focus Fund LevelUp 2-A, LLC		
<b>Street Address:</b>	55 Old Bedford Road		
<b>City:</b>	Lincoln		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01773		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4050829	LEVELUP	
<b>Registration Number:</b>	4050830	LEVELUP	
<b>Registration Number:</b>	4157145	LEVELUP	
<b>Registration Number:</b>	4182234	SCVNGR	
<b>Registration Number:</b>	4334897		
<b>Registration Number:</b>	4334895	INTERCHANGE ZERO	
<b>Registration Number:</b>	4492022	INTERCHANGE ZERO	
<b>Registration Number:</b>	4792157		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2077911350		
<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>			
<b>Phone:</b>	207-791-1100		
<b>Email:</b>	trademark@pierceatwood.com		
<b>Correspondent Name:</b>	Pierce Atwood LLP		
<b>Address Line 1:</b>	254 Commercial Street		
<b>Address Line 4:</b>	Portland, MAINE 04101		
<b>ATTORNEY DOCKET NUMBER:</b>	34565/7196		
<b>NAME OF SUBMITTER:</b>	Jonathan M. Gelchinsky		

CH \$215.00 4050829

<b>SIGNATURE:</b>	/Jonathan M. Gelchinsky/
<b>DATE SIGNED:</b>	04/28/2017
<b>Total Attachments: 6</b> source=IP Security Agreement - Trademarks (W6139111x7AC2E)#page1.tif source=IP Security Agreement - Trademarks (W6139111x7AC2E)#page2.tif source=IP Security Agreement - Trademarks (W6139111x7AC2E)#page3.tif source=IP Security Agreement - Trademarks (W6139111x7AC2E)#page4.tif source=IP Security Agreement - Trademarks (W6139111x7AC2E)#page5.tif source=IP Security Agreement - Trademarks (W6139111x7AC2E)#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated April 18, 2017, is made by SCVNGR, Inc., a Delaware corporation d/b/a LevelUp (the “**Grantor**”) in favor of USB Focus Fund LevelUp 2-A, LLC, a Delaware limited liability company with offices at 55 Old Bedford Road, Lincoln, Massachusetts 01773 (“**USB 2-A**”), and USB Focus Fund LevelUp 2-B, LLC, a Delaware limited liability company with offices at 55 Old Bedford Road, Lincoln, Massachusetts 01773 (“**USB 2-B**” and together with USB 2-A, each a “**Secured Party**” and collectively, the “**Secured Parties**”).

WHEREAS, the Grantor and the Secured Parties have entered into a Securities Purchase Agreement of even date herewith (the “**Purchase Agreement**”), and the Grantor has issued and sold secured promissory notes (the “**Notes**”) and warrants to the Secured Parties pursuant thereto.

WHEREAS, as a condition precedent to the purchase of the Notes by the Secured Parties, the Grantor has executed a Security Agreement (the “**Security Agreement**”) of even date herewith in favor of the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are thereby acknowledged, the Grantor agrees for the benefit of the Secured Parties as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto (which Schedule 1 Grantor hereby represents and warrants to the Secured Parties lists all non-abandoned United States patents and all applications for United States patents owned by Grantor as of the date hereof) and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto (which Schedule 2 Grantor hereby represents and warrants to the Secured Parties lists all United States trademark registrations and all applications for United States trademarks owned by Grantor as of the date hereof), together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States interest-to-use trademark applications to the extent that, and solely during the period in which,

the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications set forth in Schedule 3 hereto (which Schedule 3 Grantor hereby represents and warrants to the Secured Parties lists all United States copyright registrations and all applications for United States copyrights owned by Grantor as of the date hereof), and all extensions and renewals thereof (the “**Copyrights**”).

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income payments and other proceeds now or hereafter due to payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The 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 IP Securities Agreement upon request by the Secured Parties.

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

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

7. Acknowledgement. The Secured Parties acknowledge the Integrated Technology Agreement, dated September 9, 2016, between SCVNGR, INC. d/b/a LevelUp and JPMorgan Chase Bank, N.A. and agree that such Integrated Technology Agreement shall remain in full force and effect in accordance with its provisions upon, and following, any Event of Default under the Notes.

8.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**SCVNGR, INC. D/B/A LEVELUP**

By: \_\_\_\_\_

Name:

Title:

SECURED PARTIES:

**USB Focus Fund LevelUp 2-A, LLC**

By:  \_\_\_\_\_

Name: Willard L. Umphrey  
For Pear Tree Partners, LP, Manager

Address: 55 Old Bedford Road  
Lincoln, MA 01773

**USB Focus Fund LevelUp 2-B, LLC**

By:  \_\_\_\_\_

Name: Willard L. Umphrey  
For Pear Tree Partners, LP, Manager

Address: 55 Old Bedford Road  
Lincoln, MA 01773

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**SCVNGR, INC. D/B/A LEVELUP**

By:  \_\_\_\_\_

Name: *Seth Probst*  
Title: *CEO*

SECURED PARTIES:

**USB Focus Fund LevelUp 2-A, LLC**

By: \_\_\_\_\_

Name:

For Pear Tree Partners, LP, Manager

Address: 55 Old Bedford Road

Lincoln, MA 01773

**USB Focus Fund LevelUp 2-B, LLC**

By: \_\_\_\_\_

Name:

For Pear Tree Partners, LP, Manager

Address: 55 Old Bedford Road

Lincoln, MA 01773

**TRADEMARK**

**REEL: 006045 FRAME: 0610**

**SCHEDULE 2  
TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
LEVELUP	4,050,829	November 01, 2011
LEVELUP	4,050,830	November 01, 2011
LEVELUP	4,157,145	June 12, 2012
SCVNGR	4,182,234	July 31, 2012
LevelUp Three Square Logo	4,334,897	May 14, 2013
INTERCHANGE ZERO	4,334,895	May 14, 2013
INTERCHANGE ZERO	4,492,022	March 04, 2014
Design of the LevelUp Scanner	4,792,157	August 11, 2015
MAKE IT RAIN	4,851,512	November 10, 2015