

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425895

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| APPSPACE HOLDINGS, INC. | | 04/28/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | LEVEL SC - APPSPACE, LLC | | |
| Street Address: | 140 EAST 45TH STREET | | |
| Internal Address: | 39TH FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4685311 | APPSPACE | |
| Registration Number: | 4685312 | APPSPACE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: | 215-569-5619 | | |
| Email: | PECSENYE@BLANKROME.COM | | |
| Correspondent Name: | TIMOTHY D. PECSENYE | | |
| Address Line 1: | BLANK ROME LLP | | |
| Address Line 2: | ONE LOGAN SQUARE | | |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 149301-01002 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| SIGNATURE: | /Timothy D. Pecsénye/ | | |
| DATE SIGNED: | 05/02/2017 | | |
| Total Attachments: 9 | | | |
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Copyrights, Patents and Trademarks)**

This Intellectual Property Security Agreement (Copyrights, Patents and Trademarks) (this “Agreement”), dated as of April 28, 2017, is made by and among APPSPACE, INC., a Delaware corporation (“Borrower”) and APPSPACE HOLDINGS, INC., a Delaware corporation (“Holdings” and together with Borrower, collectively, the “Debtors” and each individually, a “Debtor”), and LEVEL SC – APPSPACE, LLC (“Secured Party”), having a business location at the address set forth below next to its signature.

Recitals

Debtors, as loan parties, and Secured Party, as lender, are parties to a Loan Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the “Loan Agreement”), setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Debtors.

As a condition to extending credit to or for the account of Debtors, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of each Debtor’s right, title and interest in and to any and all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, including (i) the copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable thereunder, licenses thereof, or with respect thereto, (iv) the right to sue for past, present and future infringements or dilutions thereof and (v) all of each Debtor’s rights corresponding thereto throughout the world.

“Patents” means all of each Debtor’s right, title and interest in and to any and all patents and patent applications, including (i) the patents and patent applications listed on Exhibit B attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof and (v) all of each Debtor’s rights corresponding thereto throughout the world.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Debtor’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications (excluding any “intent-to-use” application), service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit C attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor’s business symbolized by the foregoing or connected therewith and (vi) all of each Debtor’s rights corresponding thereto throughout the world.

2. **Security Interest.** Each Debtor hereby grants Secured Party a security interest (the “Security Interest”) in the Copyrights, Patents and Trademarks to secure payment of the Obligations.

3. **Loan Documents.** This 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 Party with respect to the Copyrights, Patents and Trademarks are as provided by the Loan Agreement, the Security 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 agreement. 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.

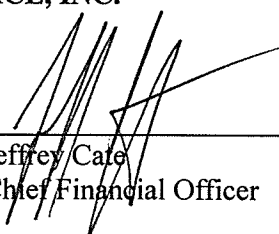
5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

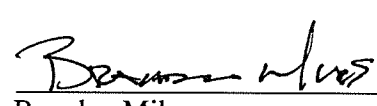
Signature page follows

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

APPSPACE, INC.

By: 
Name: Jeffrey Cafe
Title: Chief Financial Officer

APPSPACE HOLDINGS, INC.

By: 
Name: Brandon Miles
Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006047 FRAME: 0922

Level SC – Appspace, LLC
Two Grand Central Tower
140 East 45th Street, 39th Floor
New York, NY 10017
Attention: Barry Osherow
Email: bosherow@levelequity.com

LEVEL SC – APPSPACE, LLC

By: 

Name: Barry A. Osherow

Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006047 FRAME: 0923

Exhibit A

UNITED STATES ISSUED COPYRIGHTS

NONE.

REGISTRATIONS; COPYRIGHT APPLICATIONS

NONE.

FOREIGN ISSUED COPYRIGHTS; FOREIGN APPLICATIONS FOR COPYRIGHTS

NONE.

Exhibit B

UNITED STATES ISSUED PATENTS; PATENT APPLICATIONS

NONE.

FOREIGN ISSUED PATENTS; FOREIGN APPLICATIONS FOR PATENTS

NONE.

Exhibit C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---------------------------|--|--|
| APPSPACE (Class 9) | Ser. No. 85/890,887 Reg. No. 4685311 | March 29, 2013 Feb. 10, 2015 |
| APPSPACE (Class 42) | Ser. No. 85/890,890 Reg. No. 4685312 | March 29, 2013 Feb. 10, 2015 |

**TRADEMARK APPLICATIONS; COLLECTIVE MEMBERSHIP MARKS;
SUPPLEMENTAL REGISTERED MARKS; UNREGISTERED MARKS MATERIAL TO
BUSINESS**

NONE.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS; FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE
MARKS AND COLLECTIVE MEMBERSHIP MARKS**

| Mark | Country | Registration No. | International Class(es) | Original Registration Date | Effective Date of Assignment to Appspace, Inc. |
|----------|------------|------------------|-------------------------|----------------------------|--|
| APPSPACE | EUROPE/CTM | 8879819 | 35, 38, 42 | August 10, 2010 | January 25, 2013 |
| APPSPACE | JAPAN | 5411181 | 35, 38, 42 | May 13, 2011 | January 25, 2013 |
| APPSPACE | CHINA | 8076455 | 35 | June 28, 2011 | January 25, 2013 |
| APPSPACE | CHINA | 8076456 | 38 | April 7, 2011 | January 25, 2013 |
| APPSPACE | CHINA | 8076457 | 42 | February 28, 2011 | January 25, 2013 |

Exhibit B

149301.01002/105316082v.3

RECORDED: 05/02/2017

TRADEMARK
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