

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLCLEAR ID, INC.		06/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86546732	ENCAP	
Registration Number:	4906417	RESPONSE READY	
Registration Number:	4865712	ALLCLEAR	
Registration Number:	4802556	ALLCLEAR	
Registration Number:	4611595	CUSTOMER SECURITY PROGRAM	
Registration Number:	4181962	ALLCLEAR ID	
Registration Number:	4488729	ALL CLEAR	
Registration Number:	3503773	DEBIX	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	(919) 314-3114		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		

CH \$215.00 86546732

SIGNATURE:	/NICHOLASNANCE-JLT/
DATE SIGNED:	06/01/2017
Total Attachments: 6 source=AllClear ID - IPSA (06-01-17)#page1.tif source=AllClear ID - IPSA (06-01-17)#page2.tif source=AllClear ID - IPSA (06-01-17)#page3.tif source=AllClear ID - IPSA (06-01-17)#page4.tif source=AllClear ID - IPSA (06-01-17)#page5.tif source=AllClear ID - IPSA (06-01-17)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 1, 2017 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and ALLCLEAR ID, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank 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 that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "*Loan Agreement*"; unless otherwise defined herein, capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations (as defined in the Loan Agreement) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

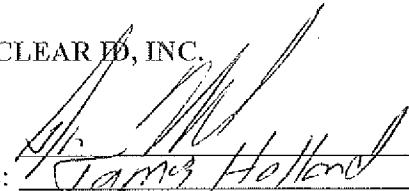
[Signature Page Follows]

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:

ALLCLEAR ID, INC.

Address of Grantor:
816 Congress Ave., Suite 1800
Austin, TX 78701
Attention:

By: 
Name: James Holland
Title: CEO

BANK:

PACIFIC WESTERN BANK

Address of Bank:
406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

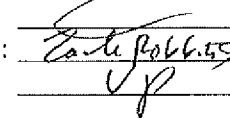
By: 
Name: Earl Robb
Title: VP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

Description	Application Number OR Patent Number	Application OR Filing Date
METHOD AND ARRANGEMENT FOR SECURE AUTHORIZATION	8335925	12/18/2012
METHOD, SYSTEM AND DEVICE FOR SYNCHRONIZING BETWEEN SERVER AND MOBILE DEVICE	8621216	12/31/2013
METHOD AND SYSTEM FOR MANAGING ACCOUNT INFORMATION	7983979	07/19/2011

EXHIBIT C
TRADEMARKS

Description	Serial Number	Registration/ Application Date
ENCAP	86546732	2/26/2015
RESPONSE READY	4906417	2/23/2016
ALLCLEAR	4865712	12/8/2016
ALLCLEAR	4802556	9/1/2015
CUSTOMER SECURITY PROGRAM	4611595	9/23/2014
ALLCLEAR ID	4181962	7/31/2012
ALL CLEAR	4488729	2/25/2014
DEBIX	3503773	9/23/2008