

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM441028

<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>
FOURSQUARE LABS, INC.		08/17/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	387 Park Avenue South, 2nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3942932	FOURSQUARE	
<b>Registration Number:</b>	4028122		
<b>Registration Number:</b>	4248905		
<b>Registration Number:</b>	4270749		
<b>Registration Number:</b>	4902454		
<b>Registration Number:</b>	4791855	F	
<b>Registration Number:</b>	4080414	SWARM	
<b>Registration Number:</b>	3949082	4SQ	
<b>Registration Number:</b>	4018601		
<b>Registration Number:</b>	4018597	FOURSQUARE	
<b>Serial Number:</b>	86181615	SWARM	
<b>Serial Number:</b>	86268097	SWARM	
<b>Serial Number:</b>	86594968	PINPOINT	
<b>Serial Number:</b>	87255744	PINPOINT BY FOURSQUARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		

OP \$365.00 3942932

**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Darlena Bari Stark  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F172299
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<b>NAME OF SUBMITTER:</b>	Janet S. Wamsley
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<b>SIGNATURE:</b>	/Janet S. Wamsley/
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<b>DATE SIGNED:</b>	08/29/2017
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**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 17, 2017 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 387 Park Avenue South, 2nd Floor, New York, New York 10016 ("Bank") and **FOURSQUARE LABS, INC.**, a Delaware corporation, with its principal place of business located at 568 Broadway, New York, New York 10012 ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. 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 Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan 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 contract. 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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FOURSQUARE LABS. INC.

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

Title: CEO \_\_\_\_\_

BANK:

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

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:

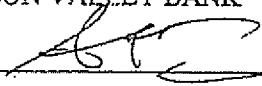
FOURSQUARE LABS, INC.

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

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

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

Title: vice President

# EXHIBIT A

## Copyrights

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Badge: Newbie.	VA0001732005	July 27, 2010
Foursquare Badge: Photogenic.	VA0001732006	July 27, 2010
Foursquare Badge: Jetsetter.	VA0001732119	July 28, 2010
Foursquare Badge: Crunked.	VA0001732446	July 27, 2010
Foursquare Badge: Douchebag.	VA0001732447	July 27, 2010
Foursquare Badge: Warhol.	VA0001732727	August 5, 2010
Foursquare Badge: Jobs.	VA0001732728	August 5, 2010
Foursquare Badge: Overshare.	VA0001732729	August 5, 2010
Foursquare Logo (boy)	VA0001732730	August 5, 2010
Foursquare: Jobs Bot.	VA0001732731	August 5, 2010
Foursquare Logo (girl)	VA0001732732	August 5, 2010
Foursquare Badge: Far Far Away.	VA0001732733	August 5, 2010
Foursquare Badge: School Night.	VA0001732734	August 5, 2010
Foursquare Badge: Superuser.	VA0001732736	August 5, 2010
Foursquare Badge: Bender.	VA0001732737	August 5, 2010
Foursquare Badge: Superstar.	VA0001732738	August 5, 2010
Foursquare- Default user boy icon.	VA0001732739	August 5, 2010
Foursquare- Default user girl icon.	VA0001732741	August 5, 2010
Foursquare Badge: 2010 Super Swarm.	VA0001732742	August 5, 2010
Foursquare Badge: 2010 Porky.	VA0001732743	August 5, 2010
Foursquare Badge: 2010 Panel Nerd.	VA0001732744	August 5, 2010
Foursquare Badge: 2010 Name Dropper.	VA0001732745	August 5, 2010
Foursquare Badge: Adventurer.	VA0001732748	August 5, 2010
Foursquare Badge: Explorer.	VA0001732749	August 5, 2010
Foursquare Icon.	VA0001732750	August 5, 2010
Foursquare T-Shirt Crown Icon.	VA0001732751	August 5, 2010
Foursquare Badge: 2010 Soccer.	VA0001732752	August 5, 2010
Foursquare Badge: gossip girl/socialite.	VA0001732756	August 5, 2010
Foursquare Badge: Zoetrope.	VA0001732832	August 5, 2010
Foursquare Badge: Babysitter.	VA0001732833	August 5, 2010
Foursquare Badge: Dog's Best Friend.	VA0001732843	August 5, 2010
Foursquare Badge: Microphone.	VA0001732845	August 5, 2010
Foursquare Badge: Pizzaiolo.	VA0001732847	August 5, 2010
Foursquare Badge: 2010 Decathlon.	VA0001732852	August 5, 2010
Foursquare Badge: 2010 Austin Explorer.	VA0001732853	August 5, 2010
Foursquare Badge: Superswarm.	VA0001732854	August 5, 2010
Foursquare Badge: 2010 Fixin Wagon.	VA0001732855	August 5, 2010
Foursquare Badge: 2010 Hangover.	VA0001732856	August 5, 2010
Foursquare Badge: 2010 Hookup.	VA0001732857	August 5, 2010
Foursquare Badge: 2010 Karaoke RV.	VA0001732858	August 5, 2010
Foursquare Badge: Social Media Guru.	VA0001732859	August 5, 2010
Foursquare Badge: 2010 Early Adopter.	VA0001732890	August 5, 2010
Foursquare Badge: 2010 Far Far Away.	VA0001732892	August 5, 2010
Foursquare Badge: 2010 Popcorn.	VA0001732893	August 5, 2010



Foursquare Badge: last degree.	VA0001732894	August 5, 2010
Foursquare Badge: 4SQDay.	VA0001732895	August 5, 2010
Foursquare Badge: 2010 Swimmies.	VA0001732896	August 5, 2010
Foursquare Badge: Campus Explorer.	VA0001831187	September 27, 2012
Foursquare Badge: Baggage Handler.	VA0001831203	September 28, 2012
Foursquare Badge: You're not in Kansas Anymore.	VA0001831204	September 28, 2012
Foursquare Badge: Ski Bum.	VA0001831210	September 28, 2012
Foursquare Badge: Bookworm.	VA0001831213	September 28, 2012
Foursquare Badge: Dot Com Baller.	VA0001831216	September 25, 2012
Foursquare Badge: Mr. Bill.	VA0001831219	September 25, 2012
Foursquare Badge: Trifecta.	VA0001831228	September 24, 2012
Foursquare Badge: Entourage.	VA0001831230	September 25, 2012
Foursquare Badge: Party Crasher.	VA0001831234	September 25, 2012
Foursquare Badge: Bands on the Run.	VA0001831238	September 26, 2012
Foursquare Badge: Animal Collector.	VA0001831240	September 26, 2012
Foursquare Badge: Trailblazer.	VA0001831242	September 26, 2012
Foursquare Badge: Munchies.	VA0001831244	September 27, 2012
Foursquare Badge: Great Outdoors.	VA0001831631	September 27, 2012
Foursquare Badge: 9 to 5.	VA0001831635	September 27, 2012
Foursquare Badge: Spooky Swarm.	VA0001831636	September 28, 2012
Foursquare Badge: Ziggy's Wagon.	VA0001831640	September 25, 2012
Foursquare Badge: Bookworm Bender.	VA0001831663	September 27, 2012
Foursquare Badge: Redford.	VA0001831764	September 25, 2012
Foursquare Badge: Cidade-berco.	VA0001839141	November 26, 2012
Foursquare Badge: Garden City.	VA0001839142	November 26, 2012
Foursquare Badge: Bolognese.	VA0001839143	November 26, 2012
Foursquare Badge: Mateina.	VA0001839144	November 26, 2012
Foursquare Badge: Fashion Week 2012.	VA0001839145	November 26, 2012
Foursquare Badge: Cite de Laviolette.	VA0001839146	November 26, 2012
Foursquare Badge: Lucky Seoul.	VA0001839147	November 26, 2012
Foursquare Badge: Casa.	VA0001839148	November 26, 2012
Foursquare Badge: Back to School.	VA0001839149	November 26, 2012
Foursquare Badge: KL-lite.	VA0001839150	November 26, 2012
Foursquare Badge: Mi Mumbaikar.	VA0001839151	November 21, 2012
Foursquare Badge: Jah-Mek-Yah.	VA0001839152	November 21, 2012
Foursquare Badge: Santiaguino.	VA0001839153	November 21, 2012
Foursquare Badge: Blue Danube.	VA0001839154	November 21, 2012
Foursquare Badge: City of Three Towers.	VA0001839155	November 21, 2012
Foursquare Badge: Bridgetown.	VA0001839156	November 21, 2012
Foursquare Badge: Gem of the Baltics.	VA0001839157	November 21, 2012
Foursquare Badge: Doha Denizen.	VA0001839158	November 20, 2012
Foursquare Badge: Krung Thep.	VA0001839159	November 20, 2012
Foursquare Badge: Tenochtitlan.	VA0001839160	November 20, 2012
Foursquare Badge: City of Lakes.	VA0001839161	November 20, 2012
Foursquare Badge: Pig's Eye.	VA0001839162	November 20, 2012
Foursquare Badge: Carioca.	VA0001839163	November 20, 2012
Foursquare Badge: Birdie.	VA0001839164	November 19, 2012
Foursquare Badge: Trainspotter.	VA0001839165	November 19, 2012
Foursquare Badge: Stamford Savvy.	VA0001839166	November 13, 2012
Foursquare Badge: Charm City.	VA0001839167	November 13, 2012
Foursquare Badge: Milano.	VA0001839168	November 12, 2012
Foursquare Badge: French for The Moines.	VA0001839169	November 13, 2012
Foursquare Badge: Flame Broiled.	VA0001839215	October 31, 2012

Foursquare Badge: Blue Note.	VA0001839217	October 24, 2012
Foursquare Badge: Mail Rat.	VA0001839219	October 24, 2012
Foursquare Badge: Sampa.	VA0001839220	October 24, 2012
Foursquare Badge: Bosphorus.	VA0001839221	October 24, 2012
Foursquare Badge: Baker's Dozen.	VA0001839222	October 17, 2012
Foursquare Badge: Halloween Swarm 2011.	VA0001839223	October 16, 2012
Foursquare Badge: It's a boy!	VA0001839225	October 16, 2012
Foursquare Badge: Mokum.	VA0001840019	November 19, 2012
Foursquare Badge: Hats Off.	VA0001840021	November 19, 2012
Foursquare Badge: Hot Tamale.	VA0001840022	October 22, 2012
Foursquare Badge: La Ville Lumiere.	VA0001840023	October 16, 2012
Foursquare Badge: Selamat Datang.	VA0001840353	November 20, 2012
Foursquare Badge: Caraquena.	VA0001840355	November 21, 2012
Foursquare Badge: Too Cool for School.	VA0001840356	November 14, 2012
Foursquare Badge: No Sleep till Bergstrom.	VA0001840359	November 14, 2012
Foursquare Badge: Red Square.	VA0001840361	November 12, 2012
Foursquare Badge: Players Club.	VA0001840366	November 12, 2012
Foursquare Badge: Vinyl.	VA0001840367	October 17, 2012
Foursquare Badge: Harbour City.	VA0001840374	November 12, 2012
Foursquare Badge: Fried Check-in.	VA0001840384	October 16, 2012
Foursquare Badge: Rodeo Swarm.	VA0001840385	November 12, 2012
Foursquare Badge: It's a girl!	VA0001840391	October 5, 2012
Foursquare Badge: Head Banger.	VA0001840401	October 5, 2012
Foursquare Badge: Super Swarm Sunday.	VA0001840510	November 1, 2012
Foursquare Badge: Madrileno.	VA0001840511	November 1, 2012
Foursquare Badge: Phanatic.	VA0001840512	November 16, 2012
Foursquare Badge: Platformer.	VA0001840516	October 5, 2012
Foursquare Badge: Golden Ticket.	VA0001840518	October 5, 2012
Foursquare Badge: Velocipede.	VA0001840520	November 19, 2012
Foursquare Badge: SXSW Bar Crawl.	VA0001840521	October 4, 2012
Foursquare Badge: Joggermout.	VA0001840522	November 19, 2012
Foursquare Badge: SXSW Hangover.	VA0001840523	October 4, 2012
Foursquare Badge: Name Dropper.	VA0001840525	October 4, 2012
Foursquare Badge: SXSW Far Far Away.	VA0001840529	October 3, 2012
Foursquare Badge: 7-10 Split.	VA0001840530	October 1, 2012
Foursquare Badge: Service.	VA0001840532	October 22, 2012
Foursquare Badge: SXSW Bender.	VA0001840533	October 3, 2012
Foursquare Badge: Fixer Upper.	VA0001840534	October 1, 2012
Foursquare Badge: Beantown.	VA0001840537	November 16, 2012
Foursquare Badge: Film Fiend.	VA0001840538	November 16, 2012
Foursquare Badge: Crowd Surfer.	VA0001840539	November 16, 2012
Foursquare Badge: 4SQ Crawl.	VA0001840540	November 16, 2012
Foursquare Badge: Hot Mess.	VA0001840541	November 16, 2012
Foursquare Badge: Disco Nap.	VA0001840542	October 3, 2012
Foursquare Badge: Downward Facing Dog.	VA0001840543	October 2, 2012
Foursquare Badge: Fresh Brew.	VA0001840544	October 1, 2012
Foursquare Badge: New Year's 2011.	VA0001840545	October 1, 2012
Foursquare Badge: Explorador Porteno.	VA0001840547	November 19, 2012
Foursquare Badge: Sandgroper.	VA0001840548	November 26, 2012
Foursquare Badge: London Calling.	VA0001840549	October 24, 2012
Foursquare Badge: Kicks.	VA0001840552	October 31, 2012
Foursquare Badge: Seattlite.	VA0001840553	October 31, 2012
Foursquare Badge: OKC.	VA0001840554	November 14, 2012

Foursquare Badge: Mardi Gras.	VA0001840555	October 2, 2012
Foursquare Badge: Well Played.	VA0001840556	November 14, 2012
Foursquare Badge: Handmade Hero.	VA0001840557	October 2, 2012
Foursquare Badge: Ciutat Comtal.	VA0001840558	November 13, 2012
Foursquare Badge: ATL.	VA0001840559	October 31, 2012
Foursquare Badge: 10 Gallon Swarm.	VA0001840560	October 3, 2012
Foursquare Badge: Halloween 2011.	VA0001840561	October 16, 2012
Foursquare Badge: Herbivore.	VA0001840562	October 22, 2012
Foursquare Badge: Berliner.	VA0001840563	October 31, 2012
Foursquare Badge: Lion City.	VA0001840564	October 31, 2012
Foursquare Badge: Epic Swarm.	VA0001843532	September 27, 2012
Foursquare Badge Big Omaha.	VA0001853374	December 13, 2012
Foursquare Badge: SF Trainspotter.	VA0001853413	December 13, 2012
Foursquare Badge: Diplomat.	VA0001855131	December 19, 2012
Foursquare Badge: Swarm.	VAu001036079	July 28, 2010
Foursquare Badge: 16 Candles.	VAu001036083	July 28, 2010
Foursquare Badge: Gym Rat.	VAu001036085	July 28, 2010
Foursquare Badge: Supermayor.	VAu001036086	July 28, 2010
Foursquare Badge: I'm on a boat.	VAu001036088	July 28, 2010
Foursquare Badge: Sad Mayor.	VAu001036102	July 28, 2010
Foursquare Crown Icon.	VAu001036103	July 28, 2010
Foursquare Badge Heart.	VAu001036105	July 28, 2010

Exhibit B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR PROVIDING RECOMMENDATIONS WITH A LOCATION-BASED SERVICE	13/660,261	October 25, 2012
SYSTEM AND METHOD FOR PROVIDING RECOMMENDATIONS WITH A LOCATION-BASED SERVICE	14/283,484	May 21, 2014
SYSTEM AND METHOD FOR PROVIDING RECOMMENDATIONS WITH A LOCATION-BASED SERVICE	14/736,456	June 11, 2015
VENUE IDENTIFICATION FROM WIRELESS SCAN DATA	14/674,288	March 31, 2015
TASTE EXTRACTION CURATION AND TAGGING	14/812,155	July 29, 2015
CREATING SEGMENTS FOR DIRECTED INFORMATION USING LOCATION INFORMATION	14/814,290	July 30, 2015
ANALYSIS AND PREDICTION FROM VENUE DATA	14/926,852	October 29, 2015
SYSTEM AND METHOD FOR PROVIDING RECOMMENDATIONS WITH A LOCATION-BASED SERVICE	13/974,708	August 23, 2013
SYSTEM AND METHOD FOR PROMOTING ITEMS WITHIN A LOCATION-BASED SERVICE	13/949,465	July 24, 2013
SYSTEM AND METHOD FOR PROVIDING RECOMMENDATIONS WITH A LOCATION-BASED SERVICE	15/206,494	July 11, 2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/Application Date</u>
FOURSQUARE	3942932	April 12, 2011
CROWN DESIGN	4028122	September 20, 2011
CHECK IN DIAMOND LOGO	4248905	November 27, 2012
CHECK IN GEAR LOGO	4270749	January 8, 2013
SWARM	86/181615	January 31, 2014
SWARM (AND DESIGN)	86/268097	April 30, 2014
SWARM LOGO	4902454	February 16, 2016
STYLIZED F	4791855	August 11, 2015
PINPOINT	86/594968	April 13, 2015
SWARM	4080414	January 3, 2012
PINPOINT BY FOURSQUARE	87/255744	December 2, 2016
4sq	3949082	April 19, 2011
CHECK AND BALL (DESIGN)	4018601	August 30, 2011
FOURSQUARE (DESIGN)	4018597	August 30, 2011

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE