

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gravity Payments, Inc.		09/28/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	1201 3rd Avenue, Suite 900		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4746365	GRAVITY PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	503.778.2127		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	601 SW Second Ave., Ste. 2100		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Parna A. Mehrbani		
SIGNATURE:	/Parna A. Mehrbani/		
DATE SIGNED:	10/04/2017		
Total Attachments: 6			
source=Trademark Security Agreement Borrower (Gravity Payments)#page1.tif			
source=Trademark Security Agreement Borrower (Gravity Payments)#page2.tif			
source=Trademark Security Agreement Borrower (Gravity Payments)#page3.tif			
source=Trademark Security Agreement Borrower (Gravity Payments)#page4.tif			
source=Trademark Security Agreement Borrower (Gravity Payments)#page5.tif			
source=Trademark Security Agreement Borrower (Gravity Payments)#page6.tif			

OP \$40.00 4746365

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is between GRAVITY PAYMENTS, INC., a Washington corporation (“**Debtor**”), and MUFU UNION BANK, N.A. (“**Secured Party**”), pursuant to that certain Business Loan Agreement dated as of September 28, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and between Debtor and Secured Party. Initially capitalized terms used but not defined herein have the respective meanings given in the Loan Agreement.

RECITALS

WHEREAS, pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor’s right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Debtor’s Trademarks, Trademark Licenses (as defined below), and all products and proceeds thereof, to secure payment and performance of all obligations of Debtor under the Loan Agreement and other Loan Documents.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. GRANT. Debtor hereby grants and assigns to Secured Party a continuing security interest, lien, and collateral assignment in all of Debtor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

(a) (i) all of the following:

(A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule 1 annexed hereto;

(B) all reissues, extensions, and renewals thereof;

(C) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

of any of the foregoing; (D) the right to sue for past, present, and future infringements

the world; and (E) all rights corresponding to any of the foregoing throughout

foregoing; (F) all goodwill associated with and symbolized by any of the

in each case, whether now owned or hereafter acquired by Debtor (all of such items in this clause (i) being referred to herein collectively as the “**Trademarks**”);

(ii) any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark (each a “**Trademark License**”);

and (iii) each trademark registration (each a “**Trademark Registration**”);

(iv) each trademark application (each a “**Trademark Application**”) (including without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Debtor against third parties for past, present, or future: (i) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto); or (ii) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

2. LOAN AGREEMENT. The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. AUTHORIZATION TO SUPPLEMENT. If Debtor obtains rights to any new trademarks or becomes entitled to the benefit of any trademark application, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademark rights. Without limiting Debtor's obligations under this Section 3, Debtor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any such new trademark rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall

in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule 1.


4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed, made effective and delivered by its duly authorized officer as of the date first set forth above.

GRAVITY PAYMENTS, INC., a
Washington corporation

By: 
Name: Dan Price
Its: CEO

ACCEPTED AND ACKNOWLEDGED BY:

MUFG UNION BANK, N.A.

By: 
Name: E. Brooks Emswren
Its: VP Commercial Banking

SCHEDULE 1

TRADEMARKS
OF GRAVITY PAYMENTS, INC.

Owner of Record	Trademark	Registration or Application No.	Registration or Filing Date	Status
Gravity Payments, Inc.	gravity	4,746,365	June 2, 2015	