

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCVNGR, Inc.		08/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	USB Focus Fund LevelUp 2A, LLC		
Street Address:	55 Old Bedford Road		
City:	Lincoln		
State/Country:	MASSACHUSETTS		
Postal Code:	01773		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	USB Focus Fund LevelUp 2B, LLC		
Street Address:	55 Old Bedford Road		
City:	Lincoln		
State/Country:	MASSACHUSETTS		
Postal Code:	01773		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87432865	LEVELUP	
Serial Number:	87432891		
Registration Number:	4050829	LEVELUP	
Registration Number:	4050830	LEVELUP	
Registration Number:	4157145	LEVELUP	
Registration Number:	4182234	SCVNGR	
Registration Number:	4334897		
Registration Number:	4334895	INTERCHANGE ZERO	
Registration Number:	4492022	INTERCHANGE ZERO	
Registration Number:	4792157		
Registration Number:	4851512	MAKE IT RAIN	
CORRESPONDENCE DATA			

CH \$290.00 87432865

Fax Number: 2077911350

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.

Phone: 207-791-1100

Email: trademark@pierceatwood.com

Correspondent Name: Pierce Atwood LLP

Address Line 1: 254 Commercial Street

Address Line 4: Portland, MAINE 04101

ATTORNEY DOCKET NUMBER:	34565/7196
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NAME OF SUBMITTER:	Jonathan M. Gelchinsky
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SIGNATURE:	/Jonathan M. Gelchinsky/
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DATE SIGNED:	12/06/2017
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Total Attachments: 6

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated August 15, 2017, is made by SCVNGR, Inc., a Delaware corporation d/b/a LevelUp (the “**Grantor**”) in favor of USB Focus Fund LevelUp 2A, LLC, a Delaware limited liability company with offices at 55 Old Bedford Road, Lincoln, Massachusetts 01773 (“**USB 2A**”), and USB Focus Fund LevelUp 2B, LLC, a Delaware limited liability company with offices at 55 Old Bedford Road, Lincoln, Massachusetts 01773 (“**USB 2B**”) and together with USB 2A, each a “**Secured Party**” and collectively, the “**Secured Parties**”). This IP Security Agreement amends and restates that certain Intellectual Property Security Agreement, dated on or about April 19, 2017, by and among the Grantor and the Secured Parties (the “**Original IP Security Agreement**”).

WHEREAS, the Grantor and the Secured Parties have entered into a Securities Purchase Agreement on or about April 19, 2017 (the “**Original Purchase Agreement**”), and the Grantor has issued and sold secured promissory notes (the “**Original Notes**”) and warrants to the Secured Parties pursuant thereto.

WHEREAS, on or about August 15, 2017, the Grantor and the Secured Parties have entered into an amendment to the Original Purchase Agreement (the “**2017 Amendment**”) to (i) increase the number of shares of Series E-3 preferred stock (the “**Series E-3 Stock**”) to be sold at the second closing anticipated to occur on or about August 15, 2017 (the “**Second Closing**”), (ii) increase the principal amount of the Notes sold to the Secured Parties at the Second Closing (the “**Second Closing Notes**”, and together with the Original Notes, collectively the “**Notes**”), and (iii) increase the number of shares of Series E-3 Stock underlying the warrants to be sold at the Second Closing. The Original Purchase Agreement, as amended by the 2017 Amendment and any other subsequent amendments is hereinafter referred to as the “**Purchase Agreement**”.

WHEREAS, as a condition precedent to the purchase of the Notes by the Secured Parties, the Grantor has executed a Security Agreement (as amended from time to time, the “**Security Agreement**”) on or about April 19, 2017 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. This IP Security Agreement amends, restates and supersedes the Original IP Security Agreement.

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.

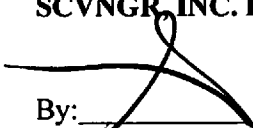
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed 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).

[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 2A, LLC

By: _____
Name:
Title:

USB FOCUS FUND LEVELUP 2B, LLC

By: _____
Name:
Title:

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.

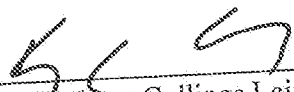
GRANTOR:

SCVNGR, INC. D/B/A LEVELUP

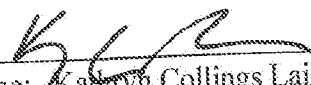
By: _____
Name:
Title:

SECURED PARTIES:

USB FOCUS FUND LEVELUP 2A, LLC

By: 
Name: Kathryn Collings Laing,
Authorized Person
For Pear Tree Partners, LP, Manager
Address: 55 Old Bedford Road
Lincoln, MA 01773

USB FOCUS FUND LEVELUP 2B, LLC

By: 
Name: Kathryn Collings Laing,
Authorized Person
For Pear Tree Partners, LP, Manager
Address: 55 Old Bedford Road
Lincoln, MA 01773

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

**SCHEDULE 2
TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
LEVELUP	87-432,865	May 2, 2017
LevelUp Three Square Logo	87-432,891	May 2, 2017