

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455796

<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>
ELEVATE SERVICES, INC.		12/22/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NH EXPANSION CREDIT FUND HOLDINGS LP		
<b>Street Address:</b>	1585 BROADWAY, 39TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5057761	CAEL	
<b>Registration Number:</b>	5126951	ELEVATE	
<b>Registration Number:</b>	5184383		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	136453-1001 ELEVATE		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	12/22/2017		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) is entered into as of December 22, 2017 by and between **NH EXPANSION CREDIT FUND HOLDINGS LP**, a Delaware limited partnership (“**Purchaser**”) and **ELEVATE SERVICES, INC.**, a Delaware corporation (“**Grantor**”).

### RECITALS

**A.** Grantor and Purchaser are parties to that certain Note and Warrant Purchase and Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”).

**B.** Pursuant to the terms of the Purchase Agreement, Grantor has granted to Purchaser 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 Purchase Agreement Grantor hereby agrees as follows:

### AGREEMENT

To secure its obligations under the Purchase Agreement, Grantor grants and pledges to Purchaser a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property that Grantor owns (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, 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 Purchaser under the Purchase Agreement. The rights and remedies of Purchaser with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Purchaser as a matter of law or equity. Each right, power and remedy of Purchaser provided for herein or in the Purchase Agreement or any of the Note 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 Purchaser of any one or more of the rights, powers or remedies provided for in this Agreement, the Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Purchaser, 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 Patents, Copyrights or Trademarks to which Grantor has registered or filed a pending application, as applicable.

Grantor hereby authorizes Purchaser to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Patents, registered Trademarks, registered Copyrights, or applications for any of the foregoing of which Grantor obtains ownership subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

Any capitalized terms used herein without definition shall have the meaning herein as set forth in the Purchase Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

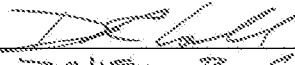
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

**GRANTOR:**

Address of Grantor:

ELEVATE SERVICES, INC.

10250 Constellation Boulevard, Suite 2815  
Los Angeles, CA 99067

By:   
Name: DANIEL R. COHEN  
Title: GENERAL COUNSEL

Attn: GEN'L COUNSEL

**PURCHASER:**

Address of Purchaser:

NH EXPANSION CREDIT FUND HOLDINGS LP

1585 Broadway, 39<sup>th</sup> Floor  
New York, NY 10036

By: MS Expansion Credit GP L.P., its general partner  
By: MS Expansion Credit GP Inc., its general partner

Attn: Debra Abramovitz and William Reiland

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

**GRANTOR:**

**Address of Grantor:**

10250 Constellation Boulevard, Suite 2815  
Los Angeles, CA 99067

Attn: \_\_\_\_\_

**ELEVATE SERVICES, INC.**

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

Name: \_\_\_\_\_

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

**PURCHASER:**

**Address of Purchaser:**

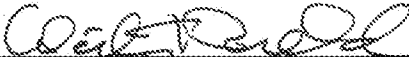
1585 Broadway, 39<sup>th</sup> Floor  
New York, NY 10036

Attn: Debra Abramovitz and William Reiland

**NH EXPANSION CREDIT FUND HOLDINGS LP**

By: MS Expansion Credit GP L.P., its general partner

By: MS Expansion Credit GP Inc., its general partner

By: 

Name: WILLIAM T. REILAND

Title: MANAGING DIRECTOR

**EXHIBIT A**

**Copyrights**

**None.**






**EXHIBIT B**

**Patents**

**None.**

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
CAEL	5,057,761	10/11/16	United States
ELEVATE	5,126,951	01/24/17	United States
 LOGO	5,184,383	04/18/17	United States
CAEL	1,322,933	10/11/16	Australia
ELEVATE*	1,339,495	10/20/16	Australia
 LOGO*		03/20/17	Australia
CAEL	1,322,933	10/11/16	United Kingdom
ELEVATE	1,339,495	10/20/16	United Kingdom
 LOGO*		03/20/17	United Kingdom
CAEL	1,322,933	10/11/16	European Union Trademark (EUTM)
ELEVATE	1,339,495	10/20/16	European Union Trademark (EUTM)
 LOGO*		03/20/17	European Union Trademark (EUTM)
CAEL	1,322,933	10/11/16	WIPO
ELEVATE	1,339,495	10/20/16	WIPO
 LOGO*	A0065703	03/20/17	WIPO



**\* Denotes trademark applications pending examination.**