# \$140.00 492

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM459089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Movable, Inc.		01/23/2018	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Silver Lake Waterman Fund II, L.P.		
Street Address:	2775 Sand Hill Road, Suite 100		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4928204	
Registration Number:	4928203	INKBRUSH
Registration Number:	4928202	INKBRUSH
Registration Number:	4675221	AGILEEMAIL
Registration Number:	4231145	MOVABLE INK

#### **CORRESPONDENCE DATA**

**Fax Number:** 4159472099

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: 4159472000
Email: qluflood@wsgr.com

Correspondent Name: WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL

Address Line 1: ONE MARKET, SPEAR TOWER, SUITE 3300

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	43628.038
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	01/23/2018

**Total Attachments: 6** 



#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 23, 2018, is executed by MOVABLE, INC., a Delaware corporation ("Grantor"), in favor of SILVER LAKE WATERMAN FUND II, L.P., a Delaware limited partnership, as agent ("Agent") on behalf of certain lenders ("Lenders").

#### RECITALS

- A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor, in the amounts and manner set forth in that certain Loan and Security Agreement by and among, Grantor, Agent and Lenders dated as of even date herewith (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

- 1. <u>Grant of Security Interest.</u> To secure its obligations under the Loan Agreement and the Transaction Documents, Grantor grants and pledges to Agent 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 or 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 <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");
- (b) 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 and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents"); and
- (c) 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 <u>Exhibit C</u> attached hereto (collectively, the "Trademarks").
- 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 Agent.
- 3. Grantor hereby authorizes Agent to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. 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 Agent and the Lenders 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

- This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Agent's address is:

2775 Sand Hill Road, Suite 100 Menlo Park, CA 94025

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

MOVABLE, INC.

Name Table Homen

Title: Chiel/Financial Officer

[Signature page to Intellectual Property Security Agreement]

SCHEDULE A

COPYRIGHTS

N/A

## SCHEDULE B

# PATENTS

Title	Application No.	Filing Date	Patent No.	Issue Date	Status
Patent: Management of dynamic email content (US Patent)	14273103	05/08/2014			Pending
Patent: Management of dynamic email content (continuation of US patent; utility patent application filed pursuant to "Patent Prosecution Highway") (US Patent)	15/786,348	10/17/17			Pending
Patent: Management of dynamic email content (European Patent Office)	12 848 689 1	09/11/2012		:	Granted, waiting for validation/issuance
Patent: Management of dynamic email content (Canadian Intellectual Property Office)	2854348	11/09/2012			Granted, waiting for validation/issuance

## SCHEDULE C

## TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
U.S:	***************************************			
RAINDROP design	86312017	06/17/2014	4928204	03/29/2016
INKBRUSH	86312010	06/17/2014	4928203	03/29/2016
INKBRUSH	86312006	06/17/2014	4928202	03/29/2016
AGILEMAIL	86311995	06/17/2014	4675221	01/20/2015
MOVABLE INK	85400076	08/17/2011	4231145	10/23/2012
Europe:				
Agileleads	13574322		13574322	09/29/2015
Agilcemail	13574272		13574272	09/29/2015
Design (Inkbrush Droplet)	13574363		13574363	09/29/2015
Inkbrush	13574405		13574405	09/29/2015
Inkbrush (and Droplet Design)	13574371		13574371	09/29/2015

TRADEMARK REEL: 006254 FRAME: 0086

RECORDED: 01/23/2018