

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLUTCH HOLDINGS LLC		02/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5161863	C	
Registration Number:	4478565	CLUTCH	
Registration Number:	5151928	CLUTCH	
Registration Number:	5181624	PIO	
Registration Number:	5125123	PERSIO	
Registration Number:	4335995	GO4WIFI	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000010		
NAME OF SUBMITTER:	Christopher C Close, Jr.		

CH \$165.00 5161863

SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	03/12/2018
Total Attachments: 6 source=WAB - Clutch - Intellectual Property Security Agreement (executed)#page1.tif source=WAB - Clutch - Intellectual Property Security Agreement (executed)#page2.tif source=WAB - Clutch - Intellectual Property Security Agreement (executed)#page3.tif source=WAB - Clutch - Intellectual Property Security Agreement (executed)#page4.tif source=WAB - Clutch - Intellectual Property Security Agreement (executed)#page5.tif source=WAB - Clutch - Intellectual Property Security Agreement (executed)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 23, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and CLUTCH HOLDINGS, INC., a Delaware corporation and CLUTCH HOLDINGS LLC, a Delaware limited liability company (collectively, jointly and severally, "Grantor") is made with reference to the Loan and Security Agreement, dated as of February 23, 2018 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

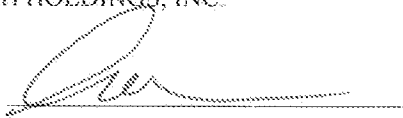
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CLUTCH HOLDINGS, INC.

By

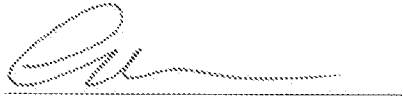


Name: Edmund Moore, Jr.

Title: Chief Executive Officer

CLUTCH HOLDINGS LLC

By



Name: Edmund Moore, Jr.

Title: Chief Executive Officer

Address for Notices:

Attn:

201 S Maple St. #250

Ambler, Pennsylvania 19002

Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By

Name:

Title:

Address for Notices:

Attn:

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CLUTCH HOLDINGS, INC.

By _____

Name: Edmund Moore, Jr.

Title: Chief Executive Officer

CLUTCH HOLDINGS LLC

By _____

Name: Edmund Moore, Jr.

Title: Chief Executive Officer

Address for Notices:

Attn:

201 S Maple St. #250

Ambler, Pennsylvania 19002

Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By  _____

Name: Brian Hale

Title: Vice President

Address for Notices:

Attn:

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Serial Number:</u>	<u>Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Registration Date</u>
C (Logo)		5161863		3/14/2017
CLUTCH		4478565		2/4/2014
CLUTCH		5151928		2/28/2017
PIO (Logo)		5181624		4/11/2017
PERSIO		5125123		1/17/2017
GO4WIFI		4335995		5/14/2013
Foreign Trademarks (EU)				
C (Logo)		014941405		5/16/2016
CLUTCH		014941538		5/20/2016

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Computing devices having systems and methods for saving, updating, displaying and editing search queries		14/093420		
Systems and methods for triggering messages upon purchase, gift, and/or transfer of digital items		14/093432		
Methods and Tools for A/B Testing Logic on Emails		62/574238		