

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466511

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900442032		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GIVEGAB, INC.		01/18/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEPAP, LLC		
<b>Street Address:</b>	Thornwood Corporate Center		
<b>Internal Address:</b>	15 Thornwood Drive		
<b>City:</b>	Ithaca		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14850		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4439046	GIVEGAB	
<b>Registration Number:</b>	4408882	THE SOCIAL NETWORK FOR VOLUNTEERS	
<b>Registration Number:</b>	3491449	KIMBIA	
<b>Registration Number:</b>	4476279	GIVE LOCAL AMERICA!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	bskpto@bsk.com		
<b>Correspondent Name:</b>	David L. Nocilly		
<b>Address Line 1:</b>	One Lincoln Center		
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202		
<b>NAME OF SUBMITTER:</b>	David L. Nocilly		
<b>SIGNATURE:</b>	/david l. nocilly/		
<b>DATE SIGNED:</b>	03/21/2018		
<b>Total Attachments: 8</b>			
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source=JEPAP, LLC Assignment Resubmission#page8.tif



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 21, 2018

PTAS

DAVID L. NOCILLY  
ONE LINCOLN CENTER  
SYRACUSE, NY 13202



900442032

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The nature of conveyance should be security agreement. Please correct. The goodwill of the business has to be transferred.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, April 20, 2018**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900442032**  
**Access Code: IWLYIJ6H0CMVJWO**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TRAYNA LAWRENCE  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464875

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GIVEGAB, INC.		01/18/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEPAP, LLC		
<b>Street Address:</b>	Thornwood Corporate Center		
<b>Internal Address:</b>	15 Thornwood Drive		
<b>City:</b>	Ithaca		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14850		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4439046	GIVEGAB	
Registration Number:	4408882	THE SOCIAL NETWORK FOR VOLUNTEERS	
Registration Number:	3491449	KIMBIA	
Registration Number:	4476279	GIVE LOCAL AMERICA!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	bskpto@bsk.com		
<b>Correspondent Name:</b>	David L. Nocilly		
<b>Address Line 1:</b>	One Lincoln Center		
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202		
<b>NAME OF SUBMITTER:</b>	David L. Nocilly		
<b>SIGNATURE:</b>	/david l. nocilly/		
<b>DATE SIGNED:</b>	03/08/2018		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), is made and entered into effective as of January 18, 2018 between GIVEGAB, INC., a Delaware corporation with principal offices at 119 South Cayuga Street, Suite 403, Ithaca, New York 14850 ("Debtor") and JEPAP, LLC, a New York limited liability company with offices at Thornwood Corporate Center, 15 Thornwood Drive, Ithaca, New York 14850 ("Secured Party") as collateral agent for the Investors (defined below).

WHEREAS, Debtor and Secured Party are parties to that certain Note and Warrant Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Debtor sold convertible promissory notes (the "Notes") to certain investors party thereto (collectively, the "Investors"); and

WHEREAS, as an inducement to the Investors to enter into the Purchase Agreement and purchase the Notes, Debtor has agreed to grant and pledge to Secured Party, for the benefit of all Investors, a security interest in certain Collateral as set forth in that certain Security Agreement between Debtor and Secured Party dated as of the date hereof (the "Security Agreement"). Capitalized terms used but not defined herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

To secure its Obligations to the Investors, Debtor grants and pledges to Secured Party, for the benefit of all Investors, a security interest in all of Debtor's right, title and interest in, to and under all intellectual property of any kind or nature, whether arising under United States, multinational or foreign laws or otherwise now owned or hereafter acquired (including, without limitation, all rights, priorities and privileges relating to those copyrights, trademarks and patents listed on Exhibit A hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world 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 Secured Party under the Security Agreement. The Events of Default hereunder shall be solely those Events of Default described in Section 5 of the Security Agreement, and the Secured Party's remedies upon an Event of Default shall be governed by and consistent with the rights and remedies set forth in Section 7 of the Security Agreement. Each right, power, and remedy of Secured Party provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provide for in this Agreement, the Security Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Debtor represents and warrants as of the date hereof that Exhibit A attached hereto sets forth any and all intellectual property rights in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

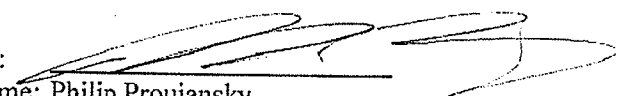
*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed or caused this Intellectual Property Security Agreement to be executed as of the date set forth above.

GIVEGAB, INC.

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

JEPAP, LLC

By:   
Name: Philip Proujansky  
Title: *Managing Member*

IN WITNESS WHEREOF, the parties hereto have executed or caused this Intellectual Property Security Agreement to be executed as of the date set forth above.

GIVEGAB, INC.

By: Charles Mulligan  
Name: Charles Mulligan  
Title: Chief Executive Officer

JEPAP, LLC

By: \_\_\_\_\_  
Name: Philip Proujansky  
Title:



## EXHIBIT A

### Intellectual Property

#### Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Notes</u>
GIVEGAB	United States	4439046	N/A
THE SOCIAL NETWORK FOR VOLUNTEERS	United States	4408882	N/A
KIMBIA®	United States	3491449	N/A
<b>GIVE LOCAL AMERICA!</b>	United States	4476279	N/A
Giving Power®	Canada	TMA824472	N/A

#### Patents

<b>COUNTRY</b>	<b>APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>TITLE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>
US	15/426,792	February 7, 2017	System and method for determining use of non-human users in a distributed computer network environment.	9,819,667	Nov. 14, 2017
US	14/818,475	August 5, 2015	Secure online communication through a widget on a web page.	9,678,643	Jun 13, 2017
US	14/988,557	Jan 5, 2016	System and method for detecting malicious payment transaction activity using aggregate views of payment transaction data in a distributed network environment.	9,626,680	April 18, 2017
US	14/988,559	Jan 5, 2016	System and method for determining use of non-human users in a distributed computer network environment.	9,600,651	March 21, 2017
US	14/818,445	August 5, 2015	Secure online communication through a widget on a web page.	9,348,494	May 24, 2016
US	14/818,459	August 5, 2015	Secure online communication through a widget on a web	9,305,297	April 5, 2016

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US	12/250,880	October 14, 2008	Secure online communication through a widget on a web page.	8,370,749	February 5, 2013
US	15/782,276	October 12, 2017			Pending
US	15/446,829	March 1, 2017	System and method for detecting malicious payment transaction activity using aggregate views of payment transaction data in a distributed network environment	20170178148	Pending

Copyrights

N/A