

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARE2.COM, INC.		03/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 South Almaden Blvd.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5415278	TAKE ACTION PLATFORM	
Registration Number:	4976348	CARE2	
Registration Number:	3718891	CARE2	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	03/29/2018		
Total Attachments: 5			
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OP \$90.00 5415278

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 29, 2018 by and between **CARE2.COM, INC.**, a Delaware corporation ("**Grantor**") and **HERITAGE BANK OF COMMERCE**, a California corporation ("**Bank**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "**Loan Agreement**") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

203 Redwood Shores Parkway, Suite 230
Redwood City, CA 94065
Attn: Marlin Miller - CFO

CARE2.COM, INC.

By: 

Print Name: MARLIN MILLER

Title: C.O.O.

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408) 947-6910
Attn: Jeffrey Javier

HERITAGE BANK OF COMMERCE

By: 

Print Name: Mily Hansen

Title: SVP & MANAGER

TRADEMARK

REEL: 006302 FRAME: 0838

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
TAKE ACTION PLATFORM	5415278	March 6, 2018
CARE2	4976348	June 14, 2016
TAP	86605149	*
CARE2	3718891	December 1, 2009
CARE-MAIL	2477206	*

* indicates dead, abandoned or cancelled trademark