

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PARKWHIZ, INC		04/09/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ESCALATE CAPITAL PARTNERS SBIC III, LP
<b>Street Address:</b>	300 WEST SIXTH STREET
<b>Internal Address:</b>	SUITE 2230
<b>City:</b>	AUSTIN
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87827706	BESTPARKING.COM
Serial Number:	87827584	BESTPARKING
Serial Number:	87827941	BEST P
Registration Number:	5167696	P
Registration Number:	5017231	PARKWHIZ
Registration Number:	4950355	FIND YOUR HAPPY SPACE
Registration Number:	4279645	PARKWHIZ
Registration Number:	4279648	YOU HAVE GUARANTEED SEATS. WHY NOT GUARA
Registration Number:	4448588	CLICK HERE. PARK ANYWHERE.

## CORRESPONDENCE DATA

Fax Number: 7037125050

*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: 7037125000

Email: twassing@mcguirewoods.com

Correspondent Name: McGuireWoods LLP

Address Line 1: 1750 Tysons Boulevard

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Tara Wassing
<b>SIGNATURE:</b>	/Tara Wassing/
<b>DATE SIGNED:</b>	04/12/2018
<b>Total Attachments: 6</b> source=ParkWhiz Intellectual Property Security Agreement#page1.tif source=ParkWhiz Intellectual Property Security Agreement#page2.tif source=ParkWhiz Intellectual Property Security Agreement#page3.tif source=ParkWhiz Intellectual Property Security Agreement#page4.tif source=ParkWhiz Intellectual Property Security Agreement#page5.tif source=ParkWhiz Intellectual Property Security Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “**Agreement**”) is entered into as of April 9, 2018 by and between PARKWHIZ, INC., a Delaware corporation (“**Borrower**”), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“**Lender**”).

### RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its Collateral.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office. 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. Facsimile or electronic signatures hereto shall be deemed to have the same force and effect as original signatures.

*[Signature pages follows]*

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

Address of Borrower:

208 S. Jefferson St., Suite 403  
Chicago, IL 60661

**BORROWER:**

PARKWHIZ, INC.,  
a Delaware corporation

By: 

Name: Yona Shtern

Title: Chief Executive Officer

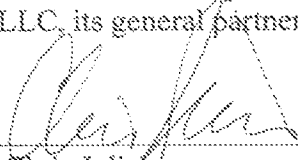
Address of Lender:

300 West Sixth Street, Suite 2230  
Austin, Texas 78701

**LENDER:**

ESCALATE CAPITAL PARTNERS SBIC III, LP,  
a Delaware limited partnership

By: Escalate SBIC Capital Management III,  
LLC, its general partner

By:   
Name: Chris Juligh  
Title: Manager


SCHEDULE A  
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B  
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

SCHEDULE C  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BESTPARKING.COM	87/827706	3/9/2018
BESTPARKING	87/827584	3/9/2018
BEST P	87/827941	3/9/2018
 P	5167696	3/21/2017
PARKWHIZ	5017231	8/9/2016
FIND YOUR HAPPY SPACE	4950355	5/3/2016
PARKWHIZ	4279645	1/22/2013
YOU HAVE GUARANTEED SEATS. WHY NOT GUARANTEED PARKING?	4279648	1/22/2013
CLICK HERE. PARK ANYWHERE.	4448588	12/10/2013