

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SALSA LABS, INC.		04/10/2018	Corporation:
TOWERCARE TECHNOLOGIES, INC.		04/10/2018	Corporation:

RECEIVING PARTY DATA

Name:	HERCULES CAPITAL, INC.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4166710	SALSA
Registration Number:	4160136	SALSA LABS
Registration Number:	4166713	SALSA MARKET
Registration Number:	4166714	INGREDIENTS FOR ORGANIZING
Registration Number:	4166715	
Registration Number:	4166719	
Registration Number:	4166865	MYSALSA
Registration Number:	4197085	SALSASCRIP
Registration Number:	4571481	
Registration Number:	4563629	IGNITE ACTION. FUEL CHANGE.
Registration Number:	3581425	GIVEZOOKS!
Registration Number:	4726479	WE RAISE IGNITE CHANGE TOGETHER
Registration Number:	4726478	WERAISE IGNITE CHANGE TOGETHER
Registration Number:	3465092	WIRED FOR CHANGE
Registration Number:	3024499	TOWER CARE TECHNOLOGIES
Registration Number:	3040416	DONORPRO
Serial Number:	85333328	SALSA LIBRE
Serial Number:	85333327	SALSA INTERNATIONAL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86126203	MICRO ORGANIZING
Serial Number:	86495790	COSM
Serial Number:	86495784	SOLIS
Serial Number:	86410928	OPERATION STRONGVET
Serial Number:	78726821	PATIENT PRO
Serial Number:	78326748	TOWER CARE

CORRESPONDENCE DATA

Fax Number: 2127158100

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: 212-715-9100

Email: kltrademark@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 071016-00010

NAME OF SUBMITTER: Diane Torniali/

SIGNATURE: /Diane Torniali/

DATE SIGNED: 04/11/2018

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of April 10, 2018, is made by **SALSA LABS, INC.**, a Delaware corporation and **TOWERCARE TECHNOLOGIES, INC.**, a Delaware corporation (the "Grantors" and each a "Grantor"), in favor of **HERCULES CAPITAL, INC.** ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (the "Credit Agreement"), among Grantors, Salsa Labs Intermediate Holdings, a Delaware corporation ("Holdings", and, together with Grantors, the "Borrowers" and each a "Borrower"), and the guarantors from time to time party thereto (the "Guarantors", and, collectively with the Borrowers, the "Loan Parties"), Agent as agent for Lenders, Lead Arranger and a Lender, the other banks, financial institutions and other entities from time to time parties thereto as Lenders (such lenders, together with their respective successors and permitted assigns, each a "Lender" and collectively, the "Lenders"), Agent has made and/or will in the future make certain extensions of credit to the Grantors and the other Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to such Credit Agreement, each Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of such Grantor's assets (other than the Excluded Property), including without limitation all of such Grantor's Intellectual Property and specifically including all of such Grantor's registered patents, trademarks and copyrights and all of such Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"); and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by each Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in

and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, after giving effect to the Effective Date Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, after giving effect to the Effective Date Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, after giving effect to the Effective Date Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by such Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of such Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of such Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agent to make extensions of credit to such Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Subject to Section 13.4 of the Credit Agreement, the pledge and security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all such Obligations have been indefeasibly paid and satisfied in full in cash (other than contingent obligations which have not been asserted by Agent, the Agent's commitment to make Advances has been terminated and the Credit Agreement has been terminated.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), such Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.5 of the Credit Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which such Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, each Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon such Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but such Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, such Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Each Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a true and correct list of all Registered Intellectual

Property Collateral owned by such Grantor as of the date hereof, after giving effect to the Effective Date Transactions.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 11. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by

Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

SALSA LABS, INC.

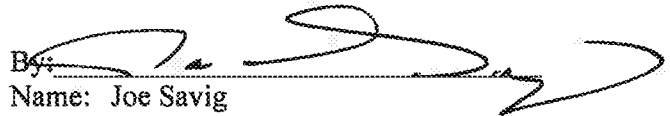
By: 

Name: Joe Savig

Title: President

GRANTOR:

TOWERCARE TECHNOLOGIES, INC.

By: 

Name: Joe Savig

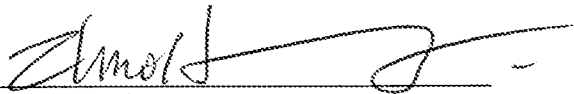
Title: President

[Signature Page to IP Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

HERCULES CAPITAL, INC.

By: 

Name: *Zhao Huang*
Title: *Associate General Counsel*

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006312 FRAME: 0527





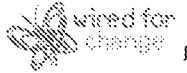
Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS


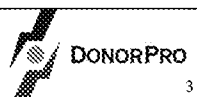
1. Grantor's patents and patent applications:

None.

2. Grantor's trademarks:




	Trademark	Reg. No.	Reg. Date	Country of Registration	Owner
1.	"Salsa"	4166710	July 3, 2012	United States of America	Salsa Labs, Inc.
2.	"Salsa Labs"	4160136	June 19, 2012	United States of America	Salsa Labs, Inc.
3.	"Salsa Market"	4166713	July 3, 2012	United States of America	Salsa Labs, Inc.
4.	"Ingredients for Organizing"	4166714	July 3, 2012	United States of America	Salsa Labs, Inc.
5.		4166715	July 3, 2012	United States of America	Salsa Labs, Inc.
6.		4166719	July 3, 2012	United States of America	Salsa Labs, Inc.
7.	"mySalsa"	4166865	July 3, 2012	United States of America	Salsa Labs, Inc.
8.	"SalsaScript"	4197085	August 28, 2012	United States of America	Salsa Labs, Inc.
9.		4571481	July 22, 2014	United States of America	Salsa Labs, Inc.
10.	"ignite action. fuel change"	4563629	July 8, 2014	United States of America	Salsa Labs, Inc.
11.	givezooks!	3581425	February 24, 2009	United States of America	Salsa Labs, Inc.
12.		4726479	April 28, 2015	United States of America	Salsa Labs, Inc.
13.	WERAISE IGNITE CHANGE TOGETHER	4726478	April 28, 2015	United States of America	Salsa Labs, Inc.
14.		3465092	July 15, 2008	United States of America	Salsa Labs, Inc.

¹ Canceled

	Trademark	Reg. No.	Reg. Date	Country of Registration	Owner
26.	 ²	3024499	December 6, 2005	United States of America	Towercare Technologies, LLC
27.	 ³	3040416	January 10, 2006	United States of America	Towercare Technologies, LLC

3.

4. Trademark Application

	Trademark	App. No.	Filing. Date	Publication Date	Country of Registration	Applicant
1.	"Salsa Libre" ⁴	85333328	May 30, 2011	April 17, 2012	United States of America	Salsa Labs, Inc.
2.	"Salsa International" ⁵	85333327	May 30, 2011	April 10, 2012	United States of America	Salsa Labs, Inc.
3.	"micro organizing" ⁶	86126203	November 21, 2013	N/A	United States of America	Salsa Labs, Inc.
4.	"Cosm" ⁷	86495790	January 5, 2015	N/A	United States of America	Salsa Labs, Inc.
5.	"Solis" ⁸	86495784	January 5, 2015	N/A	United States of America	Salsa Labs, Inc.
16.	 ⁹	86410928	September 30, 2014	June 7, 2016	United States of America	TowerCare Technologies, LLC
17.	 ¹⁰	78726821	October 5, 2005	January 23, 2007	United States of America	TowerCare Technologies, LLC
18.	 ¹¹	78326748	November 12, 2003	January 11, 2005	United States of America	TowerCare Technologies, LLC

5. Grantor's copyrights:

None

² Cancelled

³ Cancelled

⁴ Abandoned

⁵ Abandoned

⁶ Abandoned

⁷ Abandoned

⁸ Abandoned

⁹ Abandoned

¹⁰ Abandoned

¹¹ Abandoned

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, _____ by **SALSA LABS, INC.**, a Delaware corporation ("Grantor"), with an address at 7200 Wisconsin Ave #200, Bethesda, MD 20814, in favor of **HERCULES CAPITAL, INC.** ("Agent"), with an address at 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301:

WITNESSETH

WHEREAS, Grantor and Agent are parties to a certain Intellectual Property Security Agreement dated as of April 10, 2018 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

SALSA LABS, INC.

By: _____

Name:

Title:

[Signature Page to IP Security Agreement — Supplement Date _____]

ACCEPTED AND AGREED
as of the date first above written:

HERCULES CAPITAL, INC.

By: _____

Name: _____

Title: _____

[Signature Page to IP Security Agreement — Supplement Date _____]

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**