

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCVNGR, Inc.		04/25/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 GROVE STREET		
<b>Internal Address:</b>	SUITE 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4050829	LEVELUP	
<b>Registration Number:</b>	4050830	LEVELUP	
<b>Registration Number:</b>	4157145	LEVELUP	
<b>Registration Number:</b>	5349934		
<b>Registration Number:</b>	4792157		
<b>Registration Number:</b>	4334897		
<b>Registration Number:</b>	4334895	INTERCHANGE ZERO	
<b>Registration Number:</b>	4492022	INTERCHANGE ZERO	
<b>Registration Number:</b>	4851512	MAKE IT RAIN	
<b>Registration Number:</b>	4182234	SCVNGR	
<b>Serial Number:</b>	87432865	LEVELUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>TRADEMARK</b>			

OP \$290.00 4050829

**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F176723 TM

**NAME OF SUBMITTER:** Andrew Nash

**SIGNATURE:** /Andrew Nash/

**DATE SIGNED:** 04/25/2018

**Total Attachments: 10**

source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page1.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page2.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page3.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page4.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page5.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page6.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page7.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page8.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page9.tif  
source=Closing Copy - D04. Intellectual Property Security Agreement - SCVNGR#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 25, 2018, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and SCVNGR, INC., a Delaware corporation with its principal place of business located at 1 Federal Street, 6<sup>th</sup> Floor, Boston, MA 02110 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page 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.

GRANTOR:

SCVNGR, INC.

By: Seth A. [Signature]

Title: PRESIDENT/CEO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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.

GRANTOR:

SCVNGR, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: *Mich. Paul*

Title: *VP*

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Secure Payment Method and System	8,639,619	Jan. 28, 2014
Distributed Authenticity Verification for Consumer Payment Transactions	8,694,438	Apr. 8, 2014
Accounts to Third Party Applications or Websites	13/899,760	May 22, 2013
Point-of-Sale Token Scanner and Related Methods	8,844,812	Sep. 30, 2014
Payment Processing with Automatic No-Touch Selection	8,770,478	Jul. 8, 2014
Payment Processing with Automatic No-Touch Selection	9,530,289	Dec. 27, 2016
Systems and Methods for Dynamic Transaction-Payment Routing	8,620,790	Dec. 31, 2013
Transaction Processing and Management Based on Unrelated Consumer Activity	14/227,514	Mar. 27, 2014
Pre-Payment Uses of Transactional Data Obtained at the Point of Sale	14/107,677	Dec. 16, 2013
Dynamic Ingestion and Processing of Transactional Data at the Point of Sale	8,924,260	Dec. 30, 2014
Methods and Systems for Permissions Management	8,838,501	Sep. 16, 2014
Methods and Systems for Permissions Management with Enhanced Security	14/307,066	Jun. 17, 2014
Item-Based Rewards	62/274,546	Jan. 4, 2017
Predictive Ordering	15/281,835	Sep. 30, 2016
Predictive Ordering	15/281,840	Sep. 30, 2016
Predictive Ordering	15/281,851	Sep. 30, 2016
REMOTE TRANSACTION PROCESSING USING BIOMETRICS	14/481168	Sep. 9, 2014
RETAILING METHODS AND SYSTEMS	13/042937	Mar. 8, 2011
LOCATION-BASED ADVERTISING METHOD AND SYSTEM	12/708746	Feb. 19, 2010

COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR GENERATING AND MANAGING CUSTOMIZED INTERACTIVE MULTIPLAYER LOCATION-BASED MOBILE GAMES	12/713859	Feb. 26, 2010
Code scanner	D449,235	March 14, 2013

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
LEVELUP	4050829	Nov. 1, 2011
LEVELUP	4050830	Nov. 1, 2011
LEVELUP	4157145	Jun. 12, 2012
LEVELUP	87/432865	May 2, 2017
<i>Three square logo</i>	5349934	Dec. 5, 2017
<i>Design of scanner</i>	4792157	Aug. 11, 2015
<i>Three square logo</i>	4334897	May 14, 2013
INTERCHANGE ZERO	4334895	May 14, 2013
INTERCHANGE ZERO	4492022	Mar. 4, 2014
MAKE IT RAIN	4851512	Nov. 10, 2015
SCVNGR	4182234	Jul. 31, 2012

EXHIBIT D

Mask Works

None.