

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOPKEEP INC.		04/18/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87478386		
Serial Number:	87478368	SHOPKEEP POCKET	
Serial Number:	87237016	SERVERLESS SYNC	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/Nicholas Nance- adb/		
DATE SIGNED:	04/20/2018		
Total Attachments: 6			
source=ShopKeep- A&R IPSA- signed#page1.tif			
source=ShopKeep- A&R IPSA- signed#page2.tif			

CH \$90.00 87478386

source=ShopKeep- A&R IPSA- signed#page3.tif

source=ShopKeep- A&R IPSA- signed#page4.tif

source=ShopKeep- A&R IPSA- signed#page5.tif

source=ShopKeep- A&R IPSA- signed#page6.tif

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of April 18, 2018 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("*Bank*") and **SHOPKEEP INC. f/k/a SHOPKEEP.COM INC.**, a Delaware corporation ("*Grantor*"). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement between Bank and Grantor dated as of September 30, 2016.

RECITALS

A. Bank has agreed to make certain advances of money to Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of March 21, 2018 (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).

B. Bank is willing to make advances of money to Grantor as set forth in the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest

granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor 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 have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

460 Park Avenue South 7th Floor
New York, NY 10016

GRANTOR:

SHOPKEEP INC.

By: 

Name: Paul J. Newman

Title: SVP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

BANK:

PACIFIC WESTERN BANK

By: 

Name: ALEXANDER ADARZO

Title: SVP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
ShopKeep Register for iPad 2.0*	TX0007927944	6/17/2014
ShopKeep Register for iPad 2.0*	PAU003709567	2/18/2014
ShopKeep Register for iPad*	TX0007482937	2/9/2012
ShopKeep Register**	PA0001762902	11/28/2011

ShopKeep Inc. -A&R IPSA

**Bank already has an existing Security Interest filed at the USPTO. Such Security Interest will not be refiled upon filing of this Amended and Restated Intellectual Property Security Agreement.*

TRADEMARK
REEL: 006349 FRAME: 0447

EXHIBIT B**PATENTS**

Description	Application or Patent Number	Application or Filing Date
System and method for remote management of sale transaction data * (* Registered owner is ShopKeep LLC, which is the former name of the current assignor, ShopKeep.com Inc.)*	9317844	4/19/2016
Point of sale device display screen or portion thereof with graphical user interface*	D735218	7/28/2015
Point of sale device display screen or portion thereof with graphical user interface*	D746851	1/5/2016
Method and system for secure key rotation*	13798832	3/13/2013
System and method for remote management of sale transaction data*	14622235	2/13/2015
System and method for remote management of sale transaction data*	14639877	3/5/2015
System and method for remote management of sale transaction data*	14676146	4/1/2015
System and method for remote management of sale transaction data*	15065455	3/9/2016
System and method for remote management of sale transaction data*	14918446	10/20/2015
System and method for remote management of sale transaction data*	14747828	6/23/2015

ShopKeep Inc. -A&R IPSA

**Bank already has an existing Security Interest filed at the USPTO. Such Security Interest will not be refiled upon filing of this Amended and Restated Intellectual Property Security Agreement.*

TRADEMARK
REEL: 006349 FRAME: 0448

EXHIBIT C
TRADEMARKS

Description	Registration or Serial Number	Registration or Application Date
(DESIGN ONLY)*	86505005	1/15/2015
SHOPKEEP POCKET*	86504990	1/15/2015
SMALL BUSINESS OF TOMORROW*	86873865	1/13/2016
SERVERLESS SYNC*	86525845	2/5/2015
(DESIGN ONLY)*	86329794	7/7/2014
COUNTER CULTURE*	86280229	5/13/2014
SHOPKEEPPOS*	85977483	3/8/2012
CLEAR INSIGHT*	85571819	3/16/2012
SHOPKEEPPOS*	8556448	3/8/2012
THE SIMPLEST WAY TO MAKE SMARTER BUSINESS DECISIONS*	85561930	3/6/2012
SK*	85476593	11/18/2011
SHOPKEEP*	77921264	1/27/2010
(DESIGN ONLY)	87478386	6/7/2017
SHOPKEEP POCKET	87478368	6/7/2017
SEVERLESS SYNC	87237016	11/15/2016

ShopKeep Inc. -A&R IPSA

**Bank already has an existing Security Interest filed at the USPTO. Such Security Interest will not be refiled upon filing of this Amended and Restated Intellectual Property Security Agreement.*