

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INMOTIONNOW, INC.		06/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4917358	DO THE WORK YOU LOVE. AUTOMATE THE REST.	
Registration Number:	4202122	INMOTIONNOW	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000013		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	06/30/2018		
Total Attachments: 7			
source=WAB - IMN - AR IP Security Agreement (executed)#page1.tif			
source=WAB - IMN - AR IP Security Agreement (executed)#page2.tif			

CH \$65.00 4917358

source=WAB - IMN - AR IP Security Agreement (executed)#page3.tif
source=WAB - IMN - AR IP Security Agreement (executed)#page4.tif
source=WAB - IMN - AR IP Security Agreement (executed)#page5.tif
source=WAB - IMN - AR IP Security Agreement (executed)#page6.tif
source=WAB - IMN - AR IP Security Agreement (executed)#page7.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 20, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), IMN MERGER SUB, INC., a Delaware corporation, and INMOTIONNOW, INC., a Delaware corporation (individually and collectively, jointly and severally, "Grantor").

Reference is made to that certain (i) Second Amended and Restated Loan and Security Agreement, dated as of June 20, 2018 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor; and (ii) Intellectual Property Security Agreement dated November 25, 2015 between Lender and Grantor (the "Original IPSA"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

This Agreement hereby amends, restates and consolidates in their entirety, without novation, the Original IPSA.

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

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

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

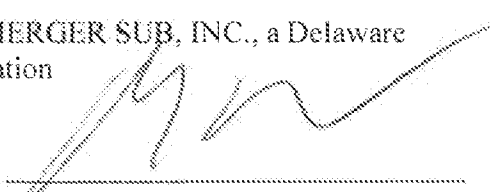
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

LENDER:

IMN MERGER SUB, INC., a Delaware corporation

WESTERN ALLIANCE BANK, an Arizona corporation

By 

By

Name: Benjamin Levin

Name:

Title: Co-President

Title:

INMOTIONNOW, INC., a Delaware corporation

By

Name: Benjamin Hartmere

Title: Chief Executive Officer

Address for Notices:

Attn: Ben Hartmere – CEO
Phil Vanderwoude - COO
215 Southport Drive, Suite 1000
Morrisville, North Carolina 27560
Fax:

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

IMN MERGER SUB, INC., a Delaware corporation

By _____

Name: Benjamin Levin

Title: Co-President

INMOTIONNOW, INC., a Delaware corporation

By  _____

Name: Benjamin Hartmere

Title: Chief Executive Officer

Address for Notices:

Attn: Ben Hartmere – CEO
Phil Vanderwoude - COO
215 Southport Drive, Suite 1000
Morrisville, North Carolina 27560
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____

Name: _____

Title: _____

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
DO THE WORK YOU LOVE. AUTOMATE THE REST.		4,917,358		March 15, 2016
INMOTIONNOW		4,202,122		September 4, 2012

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>