

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM474986

<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>
General Catalyst Group Management, LLC		05/18/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB, as Collateral Agent		
<b>Street Address:</b>	500 Delaware Ave.		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86107085	XIR	
<b>Serial Number:</b>	76021241	GENERAL CATALYST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
<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>	2128598000		
<b>Email:</b>	alana.rodriguez@friedfrank.com		
<b>Correspondent Name:</b>	Amir Ghavi		
<b>Address Line 1:</b>	1 New York Plaza		
<b>Address Line 2:</b>	26th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	32776-340		
<b>NAME OF SUBMITTER:</b>	Alana Rodriguez		
<b>SIGNATURE:</b>	/Alana Rodriguez/		
<b>DATE SIGNED:</b>	05/22/2018		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this “Agreement”), dated as of May 18, 2018, is entered into by the undersigned (the “Grantor”) in favor of Wilmington Savings Fund Society, FSB, as Collateral Agent (together with its successors, in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

**WHEREAS**, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated October 11, 2017, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”);

**WHEREAS**, the Grantor has executed and delivered that certain Trademark Security Agreement, dated October 11, 2017, in favor of the Collateral Agent (the “Original Trademark Security Agreement”), pursuant to which the Grantor, effective only upon the Grant Date (as defined in the Pledge and Security Agreement), agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below);

**WHEREAS**, in connection with amending the Pledge and Security Agreement, the parties wish to terminate the Original Trademark Security Agreement and enter into this Agreement pursuant to which the Grantor grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Trademark Collateral.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Financing Agreement referred to therein.

**SECTION 2. Grant of Security Interest.** The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal and state and foreign trademarks, trade names, trade dress, corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

(ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(iii) all extensions and renewals of the foregoing;

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

provided, however, that the foregoing shall not include (i) any "intent-to-use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, or (ii) any other Excluded Asset.

SECTION 3. Termination of the Original Trademark Security Agreement. The parties hereto terminate the Original Trademark Security Agreement, and it is superseded in its entirety by this Agreement.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement from and after the Grant Date.

SECTION 6. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

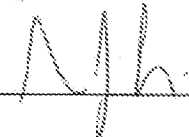
*[Signatures follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GENERAL CATALYST GROUP MANAGEMENT, LLC

By:   
Name: Christopher McCain  
Title: Chief Legal Officer

WILMINGTON SAVINGS FUND SOCIETY, FSB, as  
Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **Geoffrey J. Lewis**  
**Vice President**

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006387 FRAME: 0014**

SCHEDULE A

TRADEMARKS

Owner	Mark	Logo	Application Date	Application Number	Registration Date	Registration Number	Jurisdiction
GENERAL CATALYST GROUP MANAGEMENT, LLC	XIR	XIR	App 31-OCT-2013	App 86107085	Reg 08-JUL-2014	Reg 4563136	United States of America
GENERAL CATALYST GROUP MANAGEMENT, LLC	GENERAL CATALYST		App 10-APR-2000	App 76021241	Reg 23-JUL-2002	Reg 2596809	United States of America
General Catalyst Group Management, LLC	XIR		App 17-APR-2014	App 12802674	Reg 11-SEP-2014	Reg 12802674	European Union

TRADEMARK