

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475829

<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>
EXPENSIFY, INC.		05/24/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	C/O CIBC INNOVATION BANKING		
<b>Internal Address:</b>	40 KING STREET WEST, STE. 5702		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	BANK:CANADA: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4229014	EXPENSIFY	
<b>Registration Number:</b>	4293619	SMARTSCAN	
<b>Serial Number:</b>	87110814	EXPENSIFY TAB	
<b>Serial Number:</b>	86906606	CONCIERGE	
<b>Serial Number:</b>	86906603	CONCIERGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	8585506433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	313569-132		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	05/29/2018		

CH \$140.00 4229014

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of May 24, 2018, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Lender**”) and EXPENSIFY, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

### AGREEMENT

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document. Accordingly, it is subject to the provisions of Section 10 of the Loan Agreement, which are hereby incorporated herein by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

401 SW 5th Ave  
Portland, OR 97204  
Attention: David Barrett, Chief Financial Officer

Address of Lender:

CIBC Innovation Banking  
40 King S. West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Mark McQueen, President and Executive  
Managing Director

GRANTOR:

EXPENSIFY, INC.

By: 

Name: David Barrett

Title: Chief Executive Officer

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

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

Name: Mark R. McQueen

Title: President and Executive Managing Director  
CIBC Innovation Banking

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

88 Kearny Street  
San Francisco, CA 94108  
Attention: David Barrett, Chief Financial Officer

GRANTOR:

EXPENSIFY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Lender:

CIBC Innovation Banking  
40 King S. West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Mark McQueen, President and Executive  
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

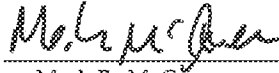
By:  \_\_\_\_\_  
Name: Mark R. McQueen  
Title: President and Executive Managing Director  
CIBC Innovation Banking

EXHIBIT A  
COPYRIGHTS

None.

## EXHIBIT B

## PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
System and method for processing receipts and other records of users	8,861,861	10/14/2014
System and method for processing receipts and other records of users	9,196,006	11/24/2015
System, computer readable medium, and method for authorizing purchase using on-demand prepaid card	9,830,582	11/28/2017
System and method for aggregating and presenting financial information	9,799,070	10/24/2017
System and method for aggregating and presenting financial information	15/719,410	9/28/2017
System, computer readable medium, and method for authorizing purchase using on-demand prepaid card	15/785,221	10/16/2017
System and method for processing receipts and other records of users	14/887,079	10/19/2015
Payment processing system for a prepaid card	14/730,127	6/3/2015
Payment processing system for a providing a merchant with a prepaid card for use with a reservation	15/391,679	12/27/2016
System and method for utilizing a universal prepaid card	14/730,139	6/3/2015
System and method for establishing a payment mechanism with a plurality of merchants	14/730,155	6/3/2015
Computer system for providing chat engine	15/415,856	01/25/17

EXHIBIT C  
TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
EXPENSIFY TAB	87110814	7/20/2016
CONCIERGE	86906606	2/12/2016
CONCIERGE	86906603	2/12/2016
EXPENSIFY	4229014	10/23/2012
SMARTSCAN	4293619	2/19/2013