

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EZShield, Inc.		08/01/2018	Corporation: DELAWARE
IdentityForce, Inc.		08/01/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC		
Street Address:	810 Seventh Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4365423	SYCURITYMAX	
Registration Number:	3879876	EZSHIELD IDENTITY PROTECTION	
Registration Number:	4752314	END2END DEFENSE	
Registration Number:	4518867	DASHACCESS	
Registration Number:	4530092	TRIPLE LAYER DEFENSE SYSTEM	
Registration Number:	3780752	EZSHIELD	
Registration Number:	3862043	IDENTISCREEN	
Registration Number:	3766516	EZSHIELD PLUS	
Registration Number:	3833560	EZSHIELD EMERGENCY CARD SERVICES	
Registration Number:	3766513	THE EZSHIELD PROMISE	
Registration Number:	3825776	EZSHIELD IDENTITY PROTECTION	
Registration Number:	3825775	EZSHIELD IDENTITY PROTECTION	
Registration Number:	3825774	EZSHIELD IDENTITY PROTECTION	
Registration Number:	3825773	EZSHIELD IDENTITY PROTECTION	
Registration Number:	3793965	EZSHIELD VAULT	
Registration Number:	3825734	EZSHIELD IDENTITY RESTORATION	
Registration Number:	3819043	EZSHIELD IDENTITY RESTORATION	
Registration Number:	2774601	EZ	
TRADEMARK			

CH \$490.00 4365423

Property Type	Number	Word Mark
Registration Number:	2709171	EZ EZSHIELD CHECK FRAUD PROTECTION PROGR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2128727455

Email: chely@akingump.com, kkoehler@akingump.com

Correspondent Name: Charlie Hely

Address Line 1: One Bryant Park

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	08/07/2018

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 1, 2018** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 1, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign copyrights (including Community designs, and whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and all rights in and to databases, and all designs (including industrial designs, Protected Designs within the meaning of 17 USC 1301 et. seq., and community designs) and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications listed in **Schedule 1** hereto under the heading “**Copyrights**” (as such schedule may be amended or supplemented from time to time); (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue or otherwise recover for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, and applications for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications therefor (including each patent and patent application listed in **Schedule 1** hereto); (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue or otherwise recover for any past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising

therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing including, but not limited to: (i) all registrations and applications for any of the foregoing including the registrations and applications listed on **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademarks**”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. 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 of 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.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

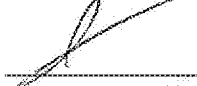
and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

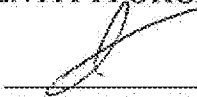
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

EZSHIELD, INC., as Grantor

By: 
Name: Irina Krasik
Title: Vice President and Assistant Secretary

IDENTITYFORCE, INC., as Grantor

By: 
Name: Irina Krasik
Title: Vice President and Assistant Secretary

[Signature Page to Intellectual Property Security Agreement]

BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents; Patent Rights; Patent Licenses and Patent Applications.

CREDIT PARTY OWNER	COUNTRY	TITLE	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
EZShield, Inc.	US	Online safety deposit box	13/057,158	10/3/2011	8,886,687	11/11/2014	Issued
EZShield, Inc.	US	Online safety deposit box	15/628,539	6/20/2017	n/a	n/a	Pending
EZShield, Inc.	US	Online safety deposit box	14/512/347	10/10/2014	9,697,279	7/4/2017	Issued
EZShield, Inc.	CA	Online safety deposit box	2731178	8/6/2009	CA 2731178	11/1/2016	Issued
EZShield, Inc.	US	Computer implemented method, computer system and nontransitory computer readable storage medium having http module	13/539,245	6/29/2012	8,793,804	7/29/2014	Issued
EZShield, Inc.	US	Computer implemented method, computer system and nontransitory computer readable storage medium for matching url with web site	13/539,285	6/29/2012	n/a	n/a	Abandoned
EZShield, Inc.	US	Data Processing Engine System and Method	13/624,823	9/21/2012	n/a	n/a	Abandoned
EZShield, Inc.	US	Core gateway system and method	13/624,848	9/21/2012	n/a	n/a	Abandoned
EZShield, Inc.	US	Provisional subscriber system and method	13/624,866	9/21/2012	n/a	n/a	Abandoned
EZShield, Inc.	US	Secure Profile System and Method	13/730,717	12/28/2012	n/a	n/a	Abandoned
EZShield, Inc.	US	Identity Alert Management System and Method	13/730,736	12/28/2012	n/a	n/a	Abandoned



CREDIT PARTY OWNER	COUNTRY	TITLE	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
EZShield, Inc.	US	Identity management system and method including architecture for the same	13/730,751	12/28/2012	n/a	n/a	Abandoned
EZShield, Inc.	US	Graphical Interface for a display screen or portion thereof	29/452,721	4/19/2013	D788,131	5/30/2017	Issued
EZShield, Inc.	CA	Identity management system and method including architecture for the same	2801659	1/9/2013	n/a	n/a	Pending
EZShield, Inc.	US	System and method for providing recovery for victims of check fraud	10/685,206	10/14/2003	8,346,637	1/1/2013	Issued
EZShield, Inc.	US	System and method for providing recovery for victims of check fraud	11/328,362	1/9/2006	8,788,377	7/22/2014	Issued
EZShield, Inc.	US	System and method for providing recovery for victims of check fraud	13/720,921	12/19/2012	n/a	n/a	Pending
EZShield, Inc.	US	System and method for providing recovery for victims of check fraud	13/720,950	12/19/2012	n/a	n/a	Pending
EZShield, Inc.	US	System and method for providing recovery for victims of checking account fraud	13/841,693	3/15/2013	n/a	n/a	Pending
EZShield, Inc.	US	System and method for providing recovery for victims of check fraud	14/297,596	6/05/2014	9,710,813	7/18/2017	Issued

CREDIT PARTY OWNER	COUNTRY	TITLE	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
EZShield, Inc.	CA	System and method for providing recovery for victims of check fraud	2437875	8/19/2003	n/a	n/a	Lapsed
EZShield, Inc.	CA	System and method for providing recovery for victims of checking account fraud	2813198	4/17/2013	n/a	n/a	Pending

Trademarks: Trademark Rights and Trademark Licenses.

CREDIT PARTY OWNER	COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
EZShield, Inc.	US	SYCURITYMAX	85497532	12/16/2011	4365423	7/9/2013	Registered
EZShield, Inc.	US	EZSHIELD IDENTITY PROTECTION (and design)	85013428	4/14/2010	3879876	11/23/2010	Cancelled
EZShield, Inc.	US	END2END DEFENSE	85818512	1/8/2013	4752314	6/9/2015	Registered
EZShield, Inc.	US	DASHACCESS	85822962	1/14/2013	4518867	4/22/2014	Registered
EZShield, Inc.	US	TRIPLE LAYER DEFENSE SYSTEM	85557774	3/1/2012	4530092	5/13/2014	Registered
EZShield, Inc.	US	EZSHIELD	77823463	9/10/2009	3780752	4/27/2010	Registered
EZShield, Inc.	US	IDENTISCREEN	77891342	12/11/2009	3862043	10/12/2010	Cancelled
EZShield, Inc.	US	EZSHIELD PLUS	77754096*	6/8/2009	3766516	3/30/2010	Cancelled
EZShield, Inc.	US	EZSHIELD EMERGENCY CARD SERVICES	77754078	6/8/2009	3833560	8/17/2010	Cancelled
EZShield, Inc.	US	THE EZSHIELD PROMISE	77754055*	6/8/2009	3766513	3/30/2010	Cancelled
EZShield, Inc.	US	EZSHIELD IDENTITY PROTECTION	77564324	9/8/2008	3825776	7/27/2010	Cancelled
EZShield, Inc.	US	EZSHIELD IDENTITY PROTECTION	77564321	9/8/2008	3825775	7/27/2010	Cancelled
EZShield, Inc.	US	EZSHIELD IDENTITY PROTECTION	77564319	9/8/2008	3825774	7/27/2010	Cancelled
EZShield, Inc.	US	EZSHIELD IDENTITY PROTECTION	77564317	9/8/2008	3825773	7/27/2010	Cancelled
EZShield, Inc.	US	EZSHIELD VAULT	77547144	8/14/2008	3793965	5/25/2010	Registered

CREDIT PARTY OWNER	COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
EZShield, Inc.	US	EZSHIELD IDENTITY RESTORATION	77547136540	8/14/2008	3825734	7/27/2010	Cancelled
EZShield, Inc.	US	EZSHIELD IDENTITY RESTORATION	77547131	8/14/2008	3819043	7/13/2010	Cancelled
EZShield, Inc.	US	EZ (and design)	76332174	10/31/2001	2774601	10/21/2003	Registered
EZShield, Inc.	US	EZ EZSHIELD CHECK FRAUD PROTECTION PROGRAM	76422686	6/17/2002	2709171	4/22/2003	Registered
EZShield, Inc.	CA	EZSHIELD (and design)	1559218	1/10/2012	TMA873580	3/18/2014	Registered
EZShield, Inc.	CA	EZSHIELD	1559109	1/10/2012	TMA873579	3/18/2014	Registered

CREDIT PARTY OWNER	COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Bearak Reports Inc. DBA IdentityForce	US		8659678 4	4/14/2015	496744 5	5/31/2016	Registered
Bearak Reports Inc. DBA IdentityForce	US		8611086 5	11/5/2013	467738 8	1/27/2015	Registered
IdentityForce, Inc.	CA	IDENTITYFORCE	1891511	4/3/2018	n/a	n/a	Pending

Copyright; Copyright Applications and Copyright Licenses.

CREDIT PARTY OWNER	TITLE	REG. NO.	REG. DATE
EZShield, Inc.	All text, images and other content as may appear on the internet web pages of www.ezshield.com as of February 8, 2010. (Excluding licensed images of individuals appearing on the web pages.)	VA0001701680	2/9/2010
EZShield, Inc.	EZShield Security Assist Website.	TX0007519720	2/24/2012

License Agreements

1. Joint Marketing and License Agreement between EZShield, Inc. and Deluxe Corporation f/k/a Deluxe Enterprises Operations, Inc., dated as of March 3, 2008, as amended.
2. Joint Marketing and License Agreement between EZShield, LLC (now, per conversion and merger, EZShield, Inc.) and The Bradford Exchange Check Company, Ltd., dated June 18, 2007, as amended.
3. Joint Marketing and License Agreement between EZShield, LLC (now, per conversion and merger, EZShield, Inc.) and Direct Checks Unlimited Sales, Inc., dated September 15, 2006, as amended.
4. Joint Marketing and License Agreement between EZShield Sales Co. (now, per merger, EZShield, Inc.) and Davis + Henderson, Limited Partnership, dated May 19, 2010, as amended.
5. Joint Marketing and License Agreement between EZShield, Inc. and Carousel Checks, Inc., dated July 22, 2009, as amended.
6. Reseller Agreement between EZShield, Inc. and Harland Clarke Corp. dated October 17, 2013, as amended.
7. Services Agreement between EZShield, Inc. and DISH Purchasing Corporation dated January 12, 2017.