

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489992

<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>
Sittercity Incorporated		08/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Multiplier Capital II, LP		
<b>Street Address:</b>	1920 L Street, Suite 550		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5228752	CHIME	
<b>Registration Number:</b>	4584437	THE BEST CHILD CARE STARTS HERE	
<b>Registration Number:</b>	4639717	WHO'S YOUR NANNY?	
<b>Registration Number:</b>	4389474	SELECT PLUS BACKUP	
<b>Registration Number:</b>	4355526	SELECT PLUS	
<b>Registration Number:</b>	4351521	SITTERATI	
<b>Registration Number:</b>	4244642	YEARS AHEAD	
<b>Registration Number:</b>	4212587	SITTERCITY	
<b>Registration Number:</b>	4046933	SITTERCITY SHORT NOTICE	
<b>Registration Number:</b>	4046932	SITTERCITY PLEDGE	
<b>Registration Number:</b>	4061206	NHOME	
<b>Registration Number:</b>	3207711	SPEEDSITTING	
<b>Registration Number:</b>	3029158	SITTERCITY	
<b>Registration Number:</b>	3029159	SITTERCITY	
<b>Registration Number:</b>	3050204	SITTERCITY.COM	
<b>Serial Number:</b>	87702067		
<b>Serial Number:</b>	86871886	SITTERCITY.COM	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 5228752

**Fax Number:** 8004947512

***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:** 202-370-4750

**Email:** ipteam@coagencyglobal.com

**Correspondent Name:** Melony Sot

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F179330 TM
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<b>NAME OF SUBMITTER:</b>	Robin Dunn
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<b>SIGNATURE:</b>	/Robin Dunn/
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<b>DATE SIGNED:</b>	09/14/2018
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **August 30, 2018** by and between **Multiplier Capital II, LP** ("Multiplier" or "Secured Party") and **Sittercity Incorporated**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated on or about the date hereof (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its Obligations, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship owned or controlled by Grantor, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or exclusively licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or exclusively licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 10 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without

limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

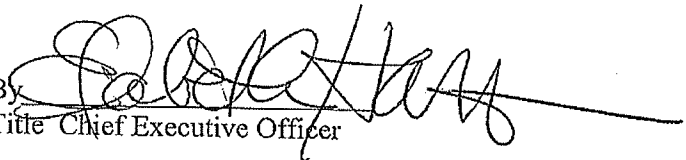
4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation reasonable attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of, the State of New York. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern and control.

*[signatures on next page]*

Address of Grantor:

20 W. Kinzie Street, Suite 1500  
Chicago, IL 60654

SITTERCITY INCORPORATED

By   
Title Chief Executive Officer

Address of Multiplier:

1920 L Street, Suite 550  
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,  
Its General Partner

By \_\_\_\_\_  
Title \_\_\_\_\_

*[Signature Page—Intellectual Property Security Agreement]*

Address of Grantor:

20 W. Kinzie Street, Suite 1500  
Chicago, IL 60654

SITTERCITY INCORPORATED

By \_\_\_\_\_  
Title \_\_\_\_\_

Address of Multiplier:

1920 L Street, Suite 550  
Washington, DC 20036

MULTIPLIER CAPITAL II, LP


By: Multiplier Capital II GP, LLC,  
Its General Partner

By Kevin P. Short  
Title Managing Member

*[Signature Page—Intellectual Property Security Agreement]*

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	87702067	11/29/17
SITTERCITY.COM	86871886	01/11/16
CHIME	86725066	08/14/15
	5228752	06/20/17
THE BEST CHILD CARE STARTS HERE	86169469	01/19/14
	4584437	08/12/14
WHO'S YOUR NANNY?	86091775	10/15/13
	4639717	11/18/14
SELECT PLUS BACKUP	85706626	08/17/12
	4389474	08/20/13
SELECT PLUS	85706587	08/17/12
	4355526	06/18/13
SITTERATI	85654516	06/18/12
	4351521	06/11/13
YEARS AHEAD	85469471	11/10/11
	4244642	11/20/12
SAVVY SITTERS. KNOWLEDGEABLE NANNIES.	85460705	N/A Abandoned
SITTERCITY	85382222	07/27/11
	4212587	09/25/12
SITTERCITY SHORT NOTICE	85202845	12/21/10
	4046933	10/25/11
SITTERCITY PLEDGE	85202835	12/21/10

	4046932	10/25/11
NHOME	85117826	08/27/10
	4061206	11/22/11
SPEEDSITTING	78703412	08/30/05
	3207711	02/13/07
SITTERCITY	78541086	01/03/05
	3029158	12/13/05
SITTERCITY	78541092	01/03/05
<b>sittercity</b>	3029159	12/13/05
SITTERCITY.COM	78541096	01/03/05
	3050204	01/24/06
SITTERATI (Canada)	1607185	12/18/12
	TMA923125	12/10/15
SITTERCITY (Canada)	1516656	02/24/11
	TMA842878	02/11/13
<b>sittercity</b>		
SITTERCITY (Canada)	1382629	02/08/08
	TMA749181	10/01/09
SITTERCITY (European Union)	8805483	01/12/10
	8805483	08/10/10
SITTERATI (European Union)	1146394	12/17/12
	1146394	12/17/12



SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sittercity sings (sound recording)	SR0000369981	10/12/15