

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIRE A HELPER LLC		11/01/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD, SUITE 100		
Internal Address:	ATTN: NOTE DEPARTMENT		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5263628	HYBRID	
Registration Number:	5022126	HIREAHELPER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	8585506472		
Email:	dmonteblanco@cooley.com		
Correspondent Name:	DEREK MONTEBLANCO		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
NAME OF SUBMITTER:	DEREK MONTEBLANCO		
SIGNATURE:	/DEREK MONTEBLANCO/		
DATE SIGNED:	11/02/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 1, 2018 (the "Agreement") between WESTERN ALLIANCE BANK ("Bank") and HIRE A HELPER LLC, a California limited liability company ("Grantor") is made with reference to the Loan and Security Agreement, dated as of September 1, 2017 (as amended from time to time, the "Loan Agreement"), among Bank, Grantor and the other borrowers a party thereto. 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:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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 Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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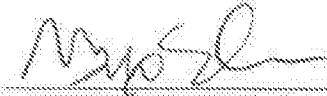
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BANK:

HIRE A HELPER LLC

WESTERN ALLIANCE BANK

By: 

By: _____

Name: Matthew Ehrlichman

Name: _____

Title: Manager

Title: _____

Address for Notices:
Attn: Legal Department
2200 1st Avenue South
Seattle, WA 98134
Fax: n/a

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HIRE A HELPER LLC

By: _____

Name: _____

Title: _____

Address for Notices:
Attn: Legal Department
2200 1st Avenue South
Seattle, WA 98134
Fax: n/a

BANK:

WESTERN ALLIANCE BANK

By: _____

Name: *Peter Harmon*

Title: *VP*

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax: (408) 282-1681

EXHIBIT A

Copyrights

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>
Text	HireAHelper_application		TX0007497639	10/04/2010	
Computer File	HireAHelper.com website		TX0008387751	04/06/2017	
Computer File	moving101.hireahelper.com		TX0008387717	04/07/2017	

EXHIBIT B

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
HYBRID	5263628	08/15/2017
HIREAHELPER	5022126	08/16/2016

EXHIBIT C

Patents

Description	Patent / Application Number	Issue / Application Date
None		