

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECOATM, LLC		12/27/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3815679	ECOATM	
Registration Number:	4587156	ECOATM	
Registration Number:	3900210	GAZELLE	
Registration Number:	3900214	GAZELLE	
Registration Number:	4233478		
Registration Number:	4778050	THE GIVING GREEN MACHINE	
Registration Number:	4736181	THE GIVING GREEN MACHINE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.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		
ATTORNEY DOCKET NUMBER:	1030852 TM		

OP \$190.00 3815679

NAME OF SUBMITTER:	Andrew nash
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	01/04/2019
Total Attachments: 12 source=Closing Copy - D.7 - Intellectual Property Security Agreement#page1.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page2.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page3.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page4.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page5.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page6.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page7.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page8.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page9.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page10.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page11.tif source=Closing Copy - D.7 - Intellectual Property Security Agreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 27, 2018 by and between **SILICON VALLEY BANK**, a California corporation, as Administrative Agent for the Lenders and other Secured Parties (in such capacity the "Administrative Agent") pursuant to the Credit Agreement (as defined below) and **ECOATM, LLC**, a Delaware limited liability company, ("Grantor").

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and among Administrative Agent, the Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"). Administrative Agent and the Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Administrative Agent.

B. Pursuant to that certain Guarantee and Collateral Agreement (as the same may be amended, modified or supplemented from time to time, the "Guarantee and Collateral Agreement") dated as of the date hereof, by and between Grantor and Administrative Agent, Grantor has granted to Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Administrative Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Administrative Agent, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Guarantee and Collateral Agreement, each of which is hereby incorporated by reference. The provisions of the Credit Agreement and the Guarantee and Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Guarantee and Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[signature page follows]

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

GRANTOR:

ECOATM, LLC

By: 
Name: David Meisten
Title: Secretary

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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

GRANTOR:

ECOATM, LLC

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

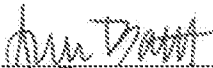
By:  _____
Name: Jennie T. Barnett
Title: Director

EXHIBIT A

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

Description	Registration/Application #	Registration/ Application Date
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	8,195,511	06/05/2012
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	8,463,646	06/11/2013
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	10,032,140	07/24/2018
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	15/672,157	08/08/2017
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	15/977,729	05/11/2018
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	2,739,633	06/21/2016
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	2926097	10/02/2009
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	ZL200980148240.3	09/23/2015
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	ZL201510505807.5	10/09/2018
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	ZL201510556456.0	04/10/2018
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	ZL201510556608.7	08/31/2018
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	202009019027 <i>(utility model)</i>	09/21/2015
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	09818605.9	10/02/2009
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	17180663.1	10/02/2009
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	5866426	01/08/2016
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	6142011	05/12/2017
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	6334031	05/11/2018
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	7,881,965	02/01/2011
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	8,239,262	08/07/2012
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	8,423,404	04/16/2013
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	9,904,911	02/27/2018
SECONDARY MARKET AND VENDING SYSTEM FOR DEVICES	15/901,526	02/21/2018
APPARATUS AND METHOD FOR RECYCLING MOBILE PHONES	2792057	03/13/2011
APPARATUS AND METHOD FOR RECYCLING MOBILE PHONES	202011110623.7 <i>(utility model)</i>	04/01/2015

APPARATUS AND METHOD FOR RECYCLING MOBILE PHONES	11756778.4	03/13/2011
APPARATUS AND METHOD FOR RECYCLING MOBILE PHONES	5820461	10/09/2015
APPARATUS AND METHOD FOR RECYCLING MOBILE PHONES	8,200,533	06/12/2012
APPARATUS AND METHOD FOR RECYCLING MOBILE PHONES	15/630,460	06/22/2017
KIOSK FOR RECYCLING ELECTRONIC DEVICES	10,055,798	08/21/2018
KIOSK FOR RECYCLING ELECTRONIC DEVICES	9,818,160	11/14/2017
KIOSK FOR RECYCLING ELECTRONIC DEVICES	15/811,501	11/13/2017
METHOD AND KIOSK FOR RECYCLING ELECTRONIC DEVICES	2,832,492	04/04/2012
METHOD AND KIOSK FOR RECYCLING ELECTRONIC DEVICES	ZL201280027565.8	08/10/2018
METHOD AND KIOSK FOR RECYCLING ELECTRONIC DEVICES	202012013245 <i>(utility model)</i>	09/14/2015
METHOD AND KIOSK FOR RECYCLING ELECTRONIC DEVICES	12768387.8	04/04/2012
METHOD AND KIOSK FOR RECYCLING ELECTRONIC DEVICES	5997253	09/02/2016
METHOD AND APPARATUS FOR RECYCLING ELECTRONIC DEVICES	2,861,423	02/21/2017
METHOD AND APPARATUS FOR RECYCLING ELECTRONIC DEVICES	ZL201380006385.6	05/03/2017
METHOD AND APPARATUS FOR RECYCLING ELECTRONIC DEVICES	202013012149 <i>(utility model)</i>	05/15/2015
METHOD AND APPARATUS FOR RECYCLING ELECTRONIC DEVICES	13744249.7	01/30/2013
METHOD AND APPARATUS FOR RECYCLING ELECTRONIC DEVICES	2017-142879	01/30/2013
METHOD AND APPARATUS FOR RECYCLING ELECTRONIC DEVICES	202012013185 <i>(utility model)</i>	04/08/2012
METHOD AND APPARATUS FOR RECYCLING ELECTRONIC DEVICES	15/214,791	07/20/2016
KIOSKS FOR EVALUATING AND PURCHASING USED ELECTRONIC DEVICES AND RELATED TECHNOLOGY	15/091,487	04/05/2016
KIOSK FOR RECYCLING ELECTRONIC DEVICES	D669,891 <i>(design)</i>	10/30/2012
KIOSK FOR RECYCLING ELECTRONIC DEVICES	143490 <i>(design)</i>	07/26/2012
KIOSK FOR RECYCLING ELECTRONIC DEVICES	001955212-0001 <i>(design)</i>	11/30/2011
METHOD AND APPARATUS REMOVING DATA FROM A RECYCLED ELECTRONIC DEVICE	ZL201390000953.7 <i>(utility model)</i>	11/16/2016
METHOD AND APPARATUS REMOVING DATA FROM A RECYCLED ELECTRONIC DEVICE	212013000243 <i>(utility model)</i>	07/31/2015
MINI-KIOSK FOR RECYCLING ELECTRONIC DEVICES	9,881,284	01/30/2018

METHOD AND SYSTEM FOR RECYCLING ELECTRONIC DEVICES IN COMPLIANCE WITH SECOND HAND DEALER LAWS	2,903,502	03/12/2014
METHOD AND SYSTEM FOR RECYCLING ELECTRONIC DEVICES IN COMPLIANCE WITH SECOND HAND DEALER LAWS	201480027234.3	03/12/2014
METHOD AND SYSTEM FOR RECYCLING ELECTRONIC DEVICES IN COMPLIANCE WITH SECOND HAND DEALER LAWS	14779835.9	03/12/2014
METHOD AND SYSTEM FOR RECYCLING ELECTRONIC DEVICES IN COMPLIANCE WITH SECOND HAND DEALER LAWS	212014000081 <i>(utility model)</i>	10/23/2015
WIRELESS-ENABLED KIOSK FOR RECYCLING CONSUMER DEVICES	14/873,158	10/01/2015
WIRELESS-ENABLED KIOSK FOR RECYCLING CONSUMER DEVICES	15/630,508	06/22/2017
WIRELESS-ENABLED KIOSK FOR RECYCLING CONSUMER DEVICES	2,964,214	02/02/2015
WIRELESS-ENABLED KIOSK FOR RECYCLING CONSUMER DEVICES	201510647047.1	02/02/2015
WIRELESS-ENABLED KIOSK FOR RECYCLING CONSUMER DEVICES	ZL201520777146.7 <i>(utility model)</i>	5/18/2018
WIRELESS-ENABLED KIOSK FOR RECYCLING CONSUMER DEVICES	15703719.3	02/02/2015
APPLICATION FOR DEVICE EVALUATION AND OTHER PROCESSES ASSOCIATED WITH DEVICE RECYCLING	14/873,145	10/01/2015
APPLICATION FOR DEVICE EVALUATION AND OTHER PROCESSES ASSOCIATED WITH DEVICE RECYCLING	9,911,102	03/08/2018
APPLICATION FOR DEVICE EVALUATION AND OTHER PROCESSES ASSOCIATED WITH DEVICE RECYCLING	2,964,223	10/01/2015
APPLICATION FOR DEVICE EVALUATION AND OTHER PROCESSES ASSOCIATED WITH DEVICE RECYCLING	201510645554.1	10/08/2015
APPLICATION FOR DEVICE EVALUATION AND OTHER PROCESSES ASSOCIATED WITH DEVICE RECYCLING	ZL201520775745.5 <i>(utility model)</i>	03/23/2016
APPLICATION FOR DEVICE EVALUATION AND OTHER PROCESSES ASSOCIATED WITH DEVICE RECYCLING	15778578.3	10/01/2015
MAINTAINING SETS OF CABLE COMPONENTS USED FOR WIRED ANALYSIS, CHARGING, OR OTHER INTERACTION WITH PORTABLE ELECTRONIC DEVICES	14/500,739	09/29/2014
MAINTAINING SETS OF CABLE COMPONENTS USED FOR WIRED ANALYSIS, CHARGING, OR OTHER INTERACTION WITH PORTABLE ELECTRONIC DEVICES	ZL201520763158.4 <i>(utility model)</i>	04/06/2016
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	14/925,357	10/28/2015
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	2,966,348	10/28/2015
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	ZL201520864751.8 <i>(utility model)</i>	09/28/2016
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	15791860.8	10/28/2015
METHODS AND SYSTEMS FOR FACILITATING PROCESSES ASSOCIATED WITH INSURANCE SERVICES AND/OR OTHER SERVICES FOR ELECTRONIC DEVICES	14/925,375	10/28/2015
SYSTEM AND METHODS FOR INSPECTING MOBILE DEVICES AND OTHER CONSUMER ELECTRONIC DEVICES WITH A LASER	ZL201620207976.0 <i>(utility model)</i>	02/01/2017
METHODS AND SYSTEMS FOR PROVIDING INFORMATION REGARDING COUPONS/PROMOTIONS AT KIOSKS FOR RECYCLING	14/964,963	12/10/2015

MOBILE PHONES AND OTHER ELECTRONIC DEVICES		
METHODS AND SYSTEMS FOR IDENTIFYING MOBILE PHONES AND OTHER ELECTRONIC DEVICES	ZL201521031660.2 <i>(utility model)</i>	03/22/2017
SYSTEM FOR ELECTRICALLY TESTING MOBILE DEVICES AT A CONSUMER-OPERATED KIOSK, AND ASSOCIATED DEVICES AND METHODS	14/506,449	10/03/2014
SYSTEM FOR ELECTRICALLY TESTING MOBILE DEVICES AT A CONSUMER-OPERATED KIOSK, AND ASSOCIATED DEVICES AND METHODS	201510646929.6	10/08/2015
SYSTEM FOR ELECTRICALLY TESTING MOBILE DEVICES AT A CONSUMER-OPERATED KIOSK, AND ASSOCIATED DEVICES AND METHODS	ZL201520777200.8 <i>(utility model)</i>	03/23/2016
SYSTEM FOR ELECTRICALLY TESTING MOBILE DEVICES AT A CONSUMER-OPERATED KIOSK, AND ASSOCIATED DEVICES AND METHODS	15784508.2	10/01/2015
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	14/966,346	12/11/2015
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	ZL201521035064.1 <i>(utility model)</i>	07/06/2016
METHODS AND SYSTEMS FOR EVALUATING AND RECYCLING ELECTRONIC DEVICES	14/934,134	11/05/2015
METHODS AND SYSTEMS FOR EVALUATING AND RECYCLING ELECTRONIC DEVICES	2967021	11/05/2015
METHODS AND SYSTEMS FOR EVALUATING AND RECYCLING ELECTRONIC DEVICES	ZL201520883582.2 <i>(utility model)</i>	08/03/2016
METHODS AND SYSTEMS FOR EVALUATING AND RECYCLING ELECTRONIC DEVICES	15801541.2	11/05/2015
METHODS AND SYSTEMS FOR VISUALLY EVALUATING ELECTRONIC DEVICES	ZL201620526793.5	08/18/2017
METHODS AND SYSTEMS FOR DETECTING CRACKS IN ELECTRONIC DEVICES	10,127,647	11/13/2018
METHODS AND SYSTEMS FOR DETECTING CRACKS IN ELECTRONIC DEVICES	3,020,900	04/13/2017
METHODS AND SYSTEMS FOR DETECTING CRACKS IN ELECTRONIC DEVICES	17737075.6	04/13/2017
METHODS AND SYSTEMS FOR DETECTING SCREEN COVERS ON ELECTRONIC DEVICES	9,885,672	02/06/2018
METHODS AND SYSTEMS FOR DETECTING SCREEN COVERS ON ELECTRONIC DEVICES	PCT/US17/36636	06/08/2017
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	14/967,183	12/11/2015
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	3008135	12/09/2016
SYSTEMS AND METHODS FOR RECYCLING CONSUMER ELECTRONIC DEVICES	16820452.7	12/09/2016
METHODS AND SYSTEMS FOR DETECTING CRACKS IN ILLUMINATED ELECTRONIC DEVICE SCREENS	15/195,828	06/28/2016
METHODS AND SYSTEMS FOR DETECTING CRACKS IN ILLUMINATED ELECTRONIC DEVICE SCREENS	PCT/US17/39639	06/28/17

EXHIBIT C

Trademarks



Description	Registration/Application #	Registration/Application Date	Status
ECOATM	15295042	10/21/2015	Registered
ECOATM	1957994	4/29/2010	Registered
ECOATM	3815679	7/6/2010	Registered
ECOATM	4587156	8/19/2014	Registered
ECOATM	WO1041645	5/7/2010	Registered
ECOATM	WO1041645	12/17/2010	Registered
ECOATM	WO1041645	5/12/2011	Registered
ECOATM	WO1041645	6/21/2011	Registered
ECOATM	WO1231941	6/6/2014	Registered
ECOATM	WO1231941	5/4/2018	Registered
GAZELLE	17877351	9/4/2018	Registered
GAZELLE	3297917	7/20/2018	Registered
GAZELLE	3900210	1/4/2011	Registered
GAZELLE and Design 	3900214	1/4/2011	Registered
Robot Design 	4233478	10/30/2012	Registered
THE GIVING GREEN MACHINE	4778050	7/21/2015	Registered
THE GIVING GREEN MACHINE	4736181	5/12/2015	Registered
THE GIVING GREEN MACHINE	WO1240376	6/6/2014	Registered
THE GIVING GREEN MACHINE	WO1240376	1/27/2016	Registered

EXHIBIT D

Mask Works

NONE