

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANTERN CREDIT, LLC		11/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DOUGLAS S. NORMAN, AS AGENT		
Street Address:	100 Bayview Cir		
Internal Address:	#3000		
City:	NEWPORT BEACH		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	87486373	BEAMAI	
Serial Number:	87486372	BEAMAI	
Serial Number:	87486368	BEAMAI	
Serial Number:	87485606	BEAMAI	
Serial Number:	87109440	LANTERN	
Serial Number:	87109445	LANTERN CREDIT	
Serial Number:	88056195	LANTERN INTERACTIVE CREDIT REPORT	
Serial Number:	88056196	LANTERN INTERACTIVE CREDIT REPORT	
Serial Number:	88056198	LANTERN INTERACTIVE CREDIT REPORT	
Serial Number:	88056191	LANTERN INTERACTIVE CREDIT REPORT	
Serial Number:	88056193	LANTERN INTERACTIVE CREDIT REPORT	
Serial Number:	88056194	LANTERN INTERACTIVE CREDIT REPORT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9497326500		
Email:	piazzac@gtlaw.com		
TRADEMARK			

OP \$315.00 87486373

Correspondent Name: christopher piazza
Address Line 1: 3161 Michelson Drive
Address Line 2: Suite 1000
Address Line 4: Irvine, CALIFORNIA 92612

NAME OF SUBMITTER:	Christopher Piazza
SIGNATURE:	s/Christopher Piazza/
DATE SIGNED:	11/28/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 6, 2018 (as may be amended, restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), made by LANTERN CREDIT, LLC, a Delaware limited liability company (“**Lantern and/or Grantor**”) in favor of Douglas S. Norman (“**Norman**”), as administrative agent and as collateral agent (in each such capacity, “**Agent**”) for the Lenders, as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to those certain Secured Promissory Notes, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Notes**”), by and among Lantern, as Borrower, Agent and the Parties thereto from time to time as lenders (each a “**Lender**” and collectively, the “**Lenders**”), Agent and Lenders have agreed to make certain financial accommodations available to the Borrower, and Lantern has granted a security interest to Agent, for the benefit of Lenders, in, among other things, all right, title and interest of Lantern, to and under all Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, Grantor has an ownership or license interest in, to and under the Intellectual Property listed on Schedule I hereto as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Loan Agreement, Grantor hereby agrees with Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Note Purchase Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

(c) “**Copyrights**” shall mean all of Grantor’s now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

(d) “**Copyright Licenses**” shall mean all written agreements naming Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (other than agreements relating to widely-available software subject to “shrink-wrap” or “click-through” software licenses).

(e) “**Intellectual Property**” shall mean all present and future: trade secrets, know-how and other proprietary information; Trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights (including Copyrights for computer programs, but

excluding commercially available off-the-shelf software and any Intellectual Property rights relating thereto) and all tangible and intangible property embodying the Copyrights, unpatented inventions (whether or not patentable); Patents; mask works industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

(f) “**IP Collateral**” shall have the meaning assigned to such term in Section 2 hereof.

(g) “**Licenses**” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

(h) “**Patents**” shall mean all of Grantor’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country or multi-jurisdictional patent office or agency, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing.

(i) “**Patent Licenses**” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, develop, market, use or sell any products derived, in whole or in part, from any invention covered by a Patent or any similar agreement related to any other use of any invention covered by a Patent.

(j) “**Trademarks**” shall mean all of each Grantor’s now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and the goodwill of the business relating thereto; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature.

(k) “**Trademark Licenses**” shall mean, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

(l) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.**To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Notes, does hereby grant) to Agent, for the benefit of Lenders, a lien and security interest in such Grantor’s entire right, title and interest in its Intellectual

Property and all proprietary rights relating to or arising from Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Representations and Warranties.** Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all registered or applied-for Intellectual Property in which Grantor purports to have an ownership or license interest.

(b) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(c) If Grantor amends its name, Grantor shall provide copies of such amendment documentation to Agent and shall re-register Grantor's Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in the IP Collateral subject to Permitted Liens.

4. **No Violation of Notes.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Notes, and shall not be deemed to modify any such representation, warranty or covenant contained in the Notes.

5. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 2 above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement.

(b) Upon the request of Agent, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent's security interest in any IP Collateral and the goodwill of any Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office, United States Copyright Office, or any similar office), and Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **Grantor's Rights to Enforce Intellectual Property.** Prior to Agent's giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, Grantor shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, shall be applied in accordance with the Notes.

(c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to Grantor may terminate or limit such Grantor's rights under this Section 7.

7. **Agent's Actions to Protect Intellectual Property**. Pursuant to and in accordance with the Notes, Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Agent's own right with respect to the rights and obligations of Grantor under Section 3, Section 6 and Section 7 hereof.

8. **Rights Upon Default**. Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Notes.

9. **Agent as Attorney In Fact**.

(a) Grantor hereby irrevocably constitutes and designates Agent as its attorney-in-fact to:

(i) Following the occurrence and during the continuance of an Event of Default, supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of Grantor.

(ii)

(iii) Exercise any of the rights and powers referenced herein in accordance with this Agreement.

(b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are paid in full.

(c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8, Section 9 or Section 10 of this Agreement, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except to the extent Agent acted with gross negligence or willful misconduct as determined by a court of competent jurisdiction.

10. **Agent's Rights**. Upon an Event of Default and during the continuance thereof, any use by Agent of the IP Collateral, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement, the Note Purchase Agreement (executed of even date herewith by and between Grantor and Lenders) and the Notes shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. **No Limitation; Notes**. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Lenders, under the Notes. The Notes (and all rights and remedies of Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.

12. **Termination; Release of IP Collateral.** This Agreement and all obligations of Grantor and Agent hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full. Upon termination of this Agreement, Agent shall, at the expense of the Grantor, take such actions required by the Notes or as otherwise reasonably requested by Grantor to release its security interest in the IP Collateral.
13. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

14. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

15. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any executed counterpart of this Agreement delivered by fax or as a PDF file contained in an e-mail transmission to the other parties hereto shall constitute an original counterpart of this Agreement.

16. **Copy of Agreement.** Grantor acknowledges receipt of a signed copy of this Agreement.

[Remainder of page intentionally blank; signature page follows.]

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

GRANTOR:

LANTERN CREDIT, LLC, a Delaware
limited liability company

By: _____

Name: Kevin Knight

Title: CEO

AGENT:

DOUGLAS S. NORMAN

By: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#49423622
OC 287891902v3

TRADEMARK
REEL: 006543 FRAME: 0477

Schedule I

Interactive Credit Report

Software, source code and technical documentation will be deposited with a third-party escrow agent.

Copyrights

None

Patents

Application No. 15/647,030 filed on July 11, 2017 titled "Systems and Methods for Extending Credit Lines Associated with Credit Ratings"

Mask Works

None

Trademarks

Applications filed for:

Mark	App No.	Class(es)	App. Date
BeamAI	87/486,373	9	2017-06-13
BeamAI	87/486,372	42	2017-06-13
BeamAI (Mark)	87/486,368	9	2017-06-13
BeamAI (Mark)	87/485,606	42	2017-06-13
Lantern (Mark)	87/109,440	9,36,42	2016-07-19
LANTERN CREDIT	87/109,445	9,36,42	2016-07-19
LANTERN INTERACTIVE CREDIT REPORT	88/056,195	42	2018-07-27
LANTERN INTERACTIVE CREDIT REPORT	88/056,196	36	2018-07-27
LANTERN INTERACTIVE CREDIT REPORT	88/056,198	9	2018-07-27
LANTERN INTERACTIVE CREDIT REPORT (Mark)	88/056,191	42	2018-07-27
LANTERN INTERACTIVE CREDIT REPORT (Mark)	88/056,193	36	2018-07-27
LANTERN INTERACTIVE CREDIT REPORT (Mark)	88/056,194	9	2018-07-27