

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BREAKOUT COMMERCE, INC.		02/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5312131	GOOTEN	
Registration Number:	5187611	GOOTEN	
Registration Number:	5187610	GOOTEN	
Registration Number:	5177552	GOOTEN	
Registration Number:	4403513	SKREENED	
Registration Number:	4522468	SKREENED	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	02/05/2019		

OP \$165.00 5312131

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 4, 2019 by and between Breakout Commerce, Inc., a Delaware corporation (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date of this Agreement. Borrower authorizes Lender to update the Schedules attached hereto to include reference to any right, title or interest in any copyrights, patents or trademarks acquired by Borrower after the date hereof.

This Agreement and the security interest granted hereunder shall automatically terminate upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as Lender’s obligation to make any advances under the Loan Agreement has terminated.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.


[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.

Address of Borrower:
142 W. 57th Street, Ste 10-111, New York, NY 10019
~~111 W. 57th Street~~
~~New York, NY 10022~~
Attn: Brian Rainey, CEO

BORROWER:

Breakout Commerce, Inc.

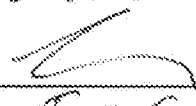
By: 
Name: Brian Rainey
Title: CEO

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Chel Kasper

LENDER:

Montage Capital II, L.P.

By: 
Name: Eric Gonzalez
Title: Managing Director

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
WORKS LIKE MAGIC	87508704		*
WORKS LIKE MAGIC	87508699		*
GOOTEN	86868146		*
GOOTEN	86868137	5312131	
GOOTEN	86868148	5187611	
GOOTEN	86868142	5187610	
GOOTEN	86868133	5177552	
MAKEABLE	86731869		*
SKREENED	85978977	4403513	
SKREENED	85553453	4522468	

* — indicates dead, abandoned or cancelled trademark