

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519689

<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>
KIIP, INC.		04/15/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FAST PAY PARTNERS LLC		
<b>Street Address:</b>	8201 Beverly Blvd Suite 600		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90048		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85447254	KIIP	
<b>Serial Number:</b>	85502723	SWARM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3106519587		
<b>Email:</b>	darny@gofastpay.com		
<b>Correspondent Name:</b>	Darny Sy		
<b>Address Line 1:</b>	8201 Beverly Blvd Suite 600		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90048		
<b>NAME OF SUBMITTER:</b>	Darny Sy		
<b>SIGNATURE:</b>	/s/Darny Sy		
<b>DATE SIGNED:</b>	04/17/2019		
<b>Total Attachments: 5</b>			
source=Fully Executed IP Memorandum and Notice of Security Interest_Kiip, Inc. - Copy#page1.tif			
source=Fully Executed IP Memorandum and Notice of Security Interest_Kiip, Inc. - Copy#page2.tif			
source=Fully Executed IP Memorandum and Notice of Security Interest_Kiip, Inc. - Copy#page3.tif			
source=Fully Executed IP Memorandum and Notice of Security Interest_Kiip, Inc. - Copy#page4.tif			
source=Fully Executed IP Memorandum and Notice of Security Interest_Kiip, Inc. - Copy#page5.tif			

OP \$65.00 85447254

**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

Apr 15, 2019

**KIIP, INC.** , a Delaware corporation ("Debtor"), hereby acknowledges that it has granted to **Fast Pay Partners LLC**, a Delaware limited liability company ("Secured Party"), a security interest in and to all of such Debtor's right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor (other than intent to use trademark applications to the extent excluded in the Loan Agreement (as defined below)) which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by such Debtor (the "Trademarks"), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the "Patents"), and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the "Copyrights"), and all actions for infringement concerning each of the foregoing.

Unless and until an Event of Default (as defined in the Loan Agreement (as defined below)) exists and Secured Party exercises its remedies pursuant to Section 18 of the Loan Agreement (as defined below), Debtor shall retain the legal and equitable title to the Trademarks, Patents, and Copyrights, and shall have the right to use and register the Trademarks, Patents, and Copyrights, as applicable, in the Ordinary Course of Business of Debtor. The terms and conditions of the aforementioned security interest are contained in that certain Financing and Security Agreement dated as of April 12, 2019 (the "Loan Agreement"), between Debtor and the Secured Party, as security for the Obligations under and as set forth in the Loan Agreement and other agreements referred to therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Loan Agreement or otherwise.

*[Remainder of Page Intentionally Blank]*

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.

**DEBTOR:**

**KIIP, INC.**

**Signature:**  .....  
Jason Lapp (Apr 11, 2018)

**Email:** Jasonlapp@kiip.me

By: \_\_\_\_\_  
Name: Jason Lapp \_\_\_\_\_  
Title: CEO \_\_\_\_\_

EXHIBIT A  
TRADEMARKS

<u>Registration # (or Application #) and Date</u>	<u>Mark</u>	<u>Owner of Record</u>	<u>Country</u>
85447254; Filed 10/13/2011; Declaration of Use due 07/29/2019	KIIP	Kiip, Inc.	United States
85502723; Filed 12/22/2011; Declaration of Use due 12/23/19	SWARM	Kiip, Inc.	United States

Exhibit A

**TRADEMARK**  
**REEL: 006622 FRAME: 0761**

EXHIBIT B  
PATENTS

<u>Registration # (or Application #) and Date</u>	<u>Title</u>	<u>Owner of Record</u>	<u>Country</u>
61/474,200; Filed 04/11/2011	ACHIEVEMENT NETWORK METHOD AND SYSTEM	Never assigned to Kiiip, Inc.	United States
13/444,769; Filed 4/11/2012	ACHIEVEMENT NETWORK METHODS, SYSTEMS, AND MEDIA	Never assigned to Kiiip, Inc.	United States

EXHIBIT C  
COPYRIGHTS

None.

Exhibit C