

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Passport Labs, Inc.		09/28/2018	Corporation:
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4108121	PASSPORTPARKING	
Registration Number:	5513344		
Registration Number:	5513830	PARK. PAY. BE ON YOUR WAY	
Serial Number:	87711409	PASSPORT	
Serial Number:	87710553	CITYSTACK	
Serial Number:	87710610	CITYSTACK	
Serial Number:	87712092		
Serial Number:	87711470	TRANSIT	
Serial Number:	87711885	PARKING	
Serial Number:	87711914	TOLLING	
Serial Number:	87712042	ENFORCEMENT	
Serial Number:	88007261	THE OFFICIAL SUPPLIER TO SMART CITIES	
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:	6508157636		
Email:	aalwine@mwe.com		
Correspondent Name:	Judy M. Mohr / MCDERMOTT WILL & EMERY		
Address Line 1:	275 Middlefield Road, Suite 100		
TRADEMARK			

CH \$315.00 4108121

Address Line 4:	Menlo Park, CALIFORNIA 94025
NAME OF SUBMITTER:	Judy M. Mohr
SIGNATURE:	/Judy M. Mohr/
DATE SIGNED:	05/02/2019
Total Attachments: 6 source=Passport_IP Security Agreement 9-28-18#page1.tif source=Passport_IP Security Agreement 9-28-18#page2.tif source=Passport_IP Security Agreement 9-28-18#page3.tif source=Passport_IP Security Agreement 9-28-18#page4.tif source=Passport_IP Security Agreement 9-28-18#page5.tif source=Passport_IP Security Agreement 9-28-18#page6.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of September 28, 2018, by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation and PASSPORT LABS, INC. a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is PASSPORT LABS, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and PASSPORT LABS, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of September 28, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly,

IP Security Agreement (Passport_Labs)

upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: PASSPORT LABS, INC.
Signature: [Handwritten Signature]
Print Name: Robert Youakim
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between PASSPORT LABS, INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
N/A		

PATENT APPLICATIONS

Name	Date of Application	Pending Serial Number
BLUETOOTH LOW ENERGY PAYMENT AND USER VALIDATION SYSTEM FOR TRANSIT APPLICATIONS (nonprovisional U.S. patent application)	5/11/2015	14709695
BLUETOOTH LOW ENERGY PAYMENT AND USER VALIDATION SYSTEM FOR PARKING SYSTEMS (nonprovisional U.S. patent application)	5/11/2015	14709703
METHOD FOR DETERMINING PRESENCE OF A MOBILE COMPUTING DEVICE IN A VEHICLE (provisional U.S. patent application)	6/26/2018	62689888
METHOD FOR INFERRING DEVICE LOCATION WITH MISSION LOCATION DATA (provisional U.S. patent application)	7/12/2018	62696999

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between PASSPORT LABS, INC., as You (Grantor)
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TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date of Registration	Serial Number	Status / Registration Number
Passport Parking	3/6/2012	85350041	Registered, 4108121
Misc. Design (1)	7/10/2018	87711860	Registered, 5513344
Park. Pay. Be On Your Way	7/7/2018	87772492	Registered, 5513830

Trademark Title and Description	Date of Application	Pending Serial No.
PASSPORT	7-Dec-17	87711409
CITYSTACK	6-Dec-17	87710553
CITYSTACK + Design	6-Dec-17	87710610
Misc. Design (2)	7-Dec-17	87712092
TRANSIT + Design	7-Dec-17	87711470
PARKING + Design	7-Dec-17	87711885
TOLLING + Design	7-Dec-17	87711914
ENFORCEMENT + Design	7-Dec-17	87712042
THE OFFICIAL SUPPLIER TO SMART CITIES	20-Jun-18	88007261

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
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And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
N/A			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
N/A		