

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urgent.ly Inc.		05/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ocean II PLO LLC		
Street Address:	3555 ALAMEDA DE LAS PULGAS, SUITE 205		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5248642	#INEEDATOW	
Registration Number:	5284767	U URGENT.LY	
Registration Number:	5265725	URGENT.LY	
Registration Number:	5453455	THINK BEYOND THE DISPATCH	
Registration Number:	5453464	OPT INTO TRANSPARENCY	
Registration Number:	5464100	FAMILYVIEW	
Registration Number:	5463806	HUMAN-CENTRIC ROADSIDE ASSISTANCE	
Registration Number:	5463815	SMARTLEARNING	
Registration Number:	5464095	HUMAN-CENTRIC ROADSIDE PLATFORM	
Registration Number:	5464369	TRIPPASS	
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:	8013374500		
Email:	nwells@legendslaw.com		
Correspondent Name:	Nicholas D. Wells		
Address Line 1:	330 Main St.		
Address Line 4:	Kaysville, UTAH 84037		

OP \$265.00 5248642

NAME OF SUBMITTER:	Nicholas D. Wells
SIGNATURE:	/Nicholas Wells/
DATE SIGNED:	05/28/2019
Total Attachments: 9 source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page1.tif source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page2.tif source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page3.tif source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page4.tif source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page5.tif source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page6.tif source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page7.tif source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page8.tif source=EXECUTED - IP Security Agreement (May 2019) - Urgent.ly (00119024xC3F98)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is made as of May 6, 2019 (this "Security Agreement"), by and between **Urgent.ly Inc.**, a Delaware corporation ("Debtor"), and **Ocean II PLO LLC**, a California limited liability company, as collateral agent and administrative agent on behalf of the Lenders (defined below) ("Agent").

RECITALS

A. Agent, Debtor and the lender(s) party thereto (collectively, the "Lender") are entering into that certain Loan and Security Agreement dated as of May 6, 2019 (as the same may be modified, amended, supplemented, restated or superseded from time to time, the "Loan Agreement") whereby Lender is to provide Advances and other financial accommodations to Debtor pursuant to the terms of the Loan Agreement. Terms not defined herein shall the meanings ascribed to them in the Loan Agreement.

B. It is a condition precedent to the effectiveness of the Loan Agreement that the parties hereto shall have executed and delivered this Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance of all of Debtor's present or future Obligations under the Loan Documents, Debtor hereby grants Agent, for itself and the benefit of Lender, a security interest in and to Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the "Collateral"):

a. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Copyrights").

b. Any and all trade secrets;

c. Any and all design rights which may be available to Debtor;

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, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the "Patents");

e. Any and all 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 Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference (collectively, the "Trademarks");

f. Any and all claims for damages by way of past, present and future infringement 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;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

h. All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

i. 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.

Notwithstanding the foregoing, in no event shall the Collateral include: (a) any lease, license, contract, property rights or agreement to which Debtor is a party or any of its rights or interests thereunder if and for so long as the

grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9406, 9407, 9408 or 9409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that the Collateral shall include and such security interest shall attach immediately (x) at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above and (y) to any all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing such lease, licenses, contract, property right or agreement; or (b) any intent-to use Trademark applications prior to the filing of a "Statement of Use", "Amendment to Allege Use" or similar filing with regard thereto, to the extent and solely during the period, in which the grant of a security interest therein may impair the validity or enforceability of any Trademark that may issue from such intent to use Trademark application under applicable law. The security interest granted pursuant to this Security Agreement shall automatically terminate when the security interest granted to Agent pursuant to the Loan Agreement terminates, and Agent shall, at Debtor's request and expense, execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the security interest granted under this Security Agreement.

2. AUTHORIZATION AND REQUEST. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

3. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as of the Closing Date as follows:

a. Debtor is now the sole owner of the Collateral, except for licenses granted by Debtor to its customers or other third parties in the ordinary and normal course of business and for intellectual property licensed to Debtor, in each case as permitted under the Loan Agreement;

b. Performance of this Security Agreement will not cause an event of default of any material agreement to which Debtor is a party or by which Debtor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement constitutes an assignment;

c. During the term of this Security Agreement, Debtor will not Transfer the Collateral, except for Permitted Transfers;

d. To its knowledge, each of the Patents that is material to its business is valid and enforceable, and no part of the Collateral that is material to its business has been judged invalid or unenforceable, in whole or in part, and no claim has been made to Debtor that any part of the Collateral violates the rights of any third party;

e. Debtor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks material to Debtor's business in the ordinary course of business and in Debtor's good faith judgment, (ii) use commercially reasonable efforts in the ordinary course of business to detect infringements of the Copyrights, Patents and Trademarks and promptly advise Agent in writing of material infringements detected in material registered Copyrights, Patents and Trademarks and (iii) not allow any registered Copyrights, Patents or Trademarks material to Debtor's business to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

f. Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral;

g. This Security Agreement creates, and in the case of after acquired Collateral, this Security Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of Agent

a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of all Obligations of Debtor to Agent under the Loan Documents, upon making the filings referred to in **Section 3.h.** below and subject only to Permitted Liens;

h. To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark office with respect to the Patents and Trademarks, (2) the Register of Copyrights with respect to the Copyrights and (3) the UCC Division of the Delaware Secretary of State, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder;

i. All information heretofore, herein or hereafter supplied to Agent by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects; and

j. Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

4. AGENT'S RIGHTS. Agent shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Security Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor. Debtor shall reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this **Section 4.**

5. FURTHER ASSURANCES; ATTORNEY IN FACT.

a. At any time and from time to time Debtor shall execute and deliver such further instruments and take such further action as may reasonably be requested by Agent to effect the purposes of this Agreement.

b. Debtor hereby irrevocably appoints Agent as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, (i) to modify, in its reasonable discretion upon updates to same, Exhibit A, Exhibit B or Exhibit C of this Security Agreement without first obtaining Debtor's approval or signature to such modification by amending hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Debtor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, exercise its remedies as a secured creditor under all applicable law.

6. EVENTS OF DEFAULT. Debtor's breach of this Security Agreement or the occurrence of an Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Security Agreement.

7. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under applicable law, including, without limitation, the right to require Debtor to assemble the Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at a place designated by Agent. Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Agent to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Debtor will pay any Lender Expenses incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including, without limitation, any expense incurred in disposing of the Collateral. All of Agent's rights and remedies with respect to the Collateral shall be cumulative.

8. INDEMNITY. Debtor agrees that **Section 10.3** of the Loan Agreement also applies to this Security Agreement, mutatis mutandis.

9. NO FAILURE OR DELAY. No failure or delay on the part of Agent, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

10. ATTORNEYS' FEES. If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. AMENDMENTS. This Security Agreement may be amended only by a written instrument signed by Agent and Debtor, except amendments made pursuant to **Section 5.b.(i)** hereto.

12. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy or other electronic imaging means (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart.

13. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

a. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF DEBTOR AND AGENT HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA. BORROWER AND AGENT EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THIS SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS SECURITY AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

b. IF THE FOREGOING JURY TRIAL WAIVER IS FOR ANY REASON UNENFORCEABLE, THE PARTIES AGREE TO RESOLVE ALL CLAIMS, CAUSES AND DISPUTES THROUGH JUDICIAL REFERENCE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 638 ET SEQ., BEFORE A MUTUALLY ACCEPTABLE REFEREE IN SAN MATEO COUNTY SITTING WITHOUT A JURY OR, IF THE PARTIES CANNOT AGREE ON A REFEREE, THEN ONE APPOINTED BY THE PRESIDING JUDGE OF THE CALIFORNIA SUPERIOR COURT FOR SAN MATEO COUNTY, CALIFORNIA. NOTHING IN THIS SECTION SHALL RESTRICT A PARTY FROM EXERCISING PRE-JUDGMENT REMEDIES OR ITS RIGHTS UNDER THE CODE.

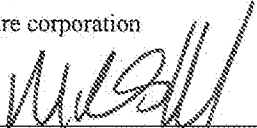
14. CONFLICT. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in any of Loan Agreement, the term and/or provision of the Loan Agreement shall govern unless otherwise determined by Agent.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

DEBTOR:

URGENTLY INC.
a Delaware corporation

By: 
Name: Michael R Skoff
Title: Chief Financial Officer

AGENT:

OCEAN II PLO LLC
a California limited liability company

By: **STRUCTURAL CAPITAL MANAGEMENT COMPANY
II, LP**
a Delaware limited partnership
its Manager

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

DEBTOR:

URGENT.LY INC.
a Delaware corporation

By: _____


Name: _____

Title: _____

AGENT:

OCEAN II PLO LLC
a California limited liability company

**By: STRUCTURAL CAPITAL MANAGEMENT COMPANY
II, LP**
a Delaware limited partnership
its Manager

By:  _____

Name: Lawrence Gross

Title: Managing Partner

Exhibit A
COPYRIGHTS

REGISTERED COPYRIGHTS:

Copyright Title	Status	Registration Number	Registration Date
None			

APPLICATIONS:

Copyright Title	Status	Application Number	Application Date
None			

Exhibit B

U.S. AND NON U.S. PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS:

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
None				

APPLICATIONS:

Name of Patent	Application Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
None				

Exhibit C

U.S. AND NON U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS:

Trademark	Type	Registration Number	Registration Date	Country
#INEEDATOW	Service Mark	5,248,642	July 25, 2017	USA
Urgently Logo	Service Mark	5,284,767	September 12, 2017	USA
Urgently Character	Service Mark	5,265,725	August 15, 2017	USA
Think Beyond the Dispatch	Service Mark	5,453,455	April 24, 2018	USA
Opt Into Transparency	Service Mark	5,453,464	April 24, 2018	USA
FamilyView (Roadside)	Service Mark	5,464,100	May 8, 2018	USA
Human-Centric Roadside Platform	Service Mark	5,463,806	May 8, 2018	USA
SmartLearning (Roadside)	Service Mark	5,463,815	May 8, 2018	USA
Human-Centric Roadside Assistance	Service Mark	5,463,806	May 8, 2018	USA
TripPass	Service Mark	5,464,369	May 8, 2018	USA

APPLICATIONS:

Trademark	Type	Application Date	Publication Date	Serial Number	Country
None					