

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMImobile North America, Inc.		07/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	Alphabeta, 14-18 Finsbury Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2A 1BR		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4457901	EXPRESS PIGEON	
CORRESPONDENCE DATA			
Fax Number:	2124687900		
<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:	2123364043		
Email:	hcheng@mofo.com		
Correspondent Name:	Sofie Jensen		
Address Line 1:	250 West 55th Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	27292-1052		
NAME OF SUBMITTER:	Sofie Jensen		
SIGNATURE:	/Sofie Jensen/		
DATE SIGNED:	07/24/2019		
Total Attachments: 5			
source=IMImobile - Trademark Security Agreement [executed, dated]#page1.tif			
source=IMImobile - Trademark Security Agreement [executed, dated]#page2.tif			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 23, 2019 (“**Trademark Security Agreement**”), made by IMImobile North America, Inc. (the “**Trademark Grantor**”), is in favor of Silicon Valley Bank, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Agent**”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantor is party to (i) a Senior Facilities Agreement, dated as of July 23, 2019 (the “**Facilities Agreement**”) by and among IMImobile plc (the “**Parent**”), the subsidiaries of the Parent listed therein as original borrowers, the subsidiaries of the parent listed therein as original guarantors, the financial institutions listed therein as original lenders, the entities listed therein as original hedge counterparties and the Agent, and (ii) a Security Agreement, dated as of July 23, 2019 (the “**Security Agreement**”) by and among the Trademark Grantor, Impact Mobile USA, Inc., IMImobile Inc. and the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Facilities Agreement and the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lender to enter into the Facilities Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, the Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Trademark Grantor or in which the Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of the Trademark Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent under the Security Agreement, and the Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in this Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

IMIMOBILE NORTH AMERICA, INC.

By: 
Name: MICHAEL JEFFRIES
Title: CFO

Address: 201 E. Markham
Little Rock, AR 72201

Accepted and Agreed:
SILICON VALLEY BANK, as the Agent

By:

By _____
Name:
Title:

Address: _____

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

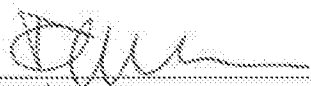
IMMOBILE NORTH AMERICA, INC.

By: _____
Name:
Title:

Address: _____

Accepted and Agreed:
SILICON VALLEY BANK, as the Agent

By:

By: 
Name: ROSHAN W. JAYARAMANA
Title: MD - Ceo/act franco

Address: SUR Royal P/Alphabeta
1601 Gresham Square
LONDON
UK

ny-1705018

SCHEDULE TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
EXPRESS PIGEON	4457901 (85843673)	December 31, 2013 February 7, 2013	IMImobile North America, Inc.