

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIIP, Inc.		07/31/2019	Corporation:
RECEIVING PARTY DATA			
Name:	North Atlantic Venture Fund V, L.P.		
Street Address:	Two City Center		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4281468	KIIP	
Registration Number:	4659939	SWARM	
Registration Number:	5001747	KIIP	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	3129774400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Elizabeth W. Baio		
Address Line 1:	70 West Madison Street, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	073235-000018		
NAME OF SUBMITTER:	Elizabeth W. Baio		
SIGNATURE:	/Elizabeth W. Baio/		
DATE SIGNED:	08/05/2019		
Total Attachments: 5			
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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) (this "Agreement") is made as of July 31, 2019 by and between KIIP, INC., a Delaware corporation (the "Company"), and NORTH ATLANTIC VENTURE FUND V, L.P., a Delaware limited partnership (the "Purchaser").

All capitalized terms not defined herein but defined in the Pledge and Security Agreement – All Assets, dated as of May 24, 2016 (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "Security Agreement") by and between the Company and the Purchaser, shall have the meanings given to such terms in the Security Agreement.

Preliminary Statements:

WHEREAS, pursuant to that certain Purchase Agreement, dated as of May 24, 2016 herewith by and between the Company and the Purchaser (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "Purchase Agreement"), the Company has issued and sold, and Purchaser has purchased from the Company, that certain 12.00% Subordinated Secured Debenture due March 21, 2025 (the "Debenture"), made payable to the order of Purchaser;

WHEREAS, pursuant to the Purchase Agreement, the Company delivered a Negative Pledge Agreement pursuant to which the Company agreed not to transfer or pledge any Company Intellectual Property Asset (as defined therein) (the "Negative Pledge");

WHEREAS, the Company has requested that the Purchaser terminate the Negative Pledge;

WHEREAS, as a condition to the Purchaser's agreement to terminate the Negative Pledge, the Purchaser is requiring the Company to execute this Agreement and grant the security interests and liens contemplated hereby;

WHEREAS, the Company owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in Schedule 1 attached hereto and made a part hereof (collectively, the "Marks"); and

WHEREAS, in order to induce the Purchaser to terminate the Negative Pledge, and as a supplement to the Security Agreement, the Purchaser has requested, and the Company has agreed to enter into this Agreement.

NOW, THEREFORE, in order to induce the Purchaser to release the Negative Pledge, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with the Purchaser as follows:

To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Purchase Agreement), the Company does hereby grant to the Purchaser a continuing security interest in

and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Company and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with and subject to the terms and provisions of the Security Agreement.

1. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Purchaser pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of Purchaser with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations (as defined in the Purchase Agreement) and would be owed by the Company to Purchaser, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Company.

2. If the Company shall obtain rights to any new Marks, the provisions of this Agreement shall automatically apply thereto. The Company shall give notice in writing to Purchaser in accordance with the terms of the Security Agreement with respect to any such new Marks or renewal or extension of any registration of such Mark. Without limiting the Company's obligations under this Section, the Company hereby authorizes Purchaser unilaterally to modify this Agreement by amending Schedule 1 to include any such new Mark of the Company. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Purchaser's continuing security interest in all Marks, whether or not listed on Schedule 1.

3. This Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signatures to follow on separate page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

COMPANY:

KIIP, INC.

By:  _____
Name: Jason Lapp
Title: Chief Executive Officer

PURCHASER:

NORTH ATLANTIC VENTURE FUND V, L.P.

By: NORTH ATLANTIC INVESTORS
V, LLC, its General Partner

By: _____
Name: David M. Coit
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

COMPANY:

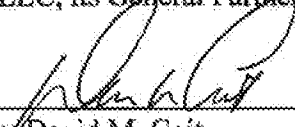
KIIP, INC.

By: _____
Name: _____
Title: _____

PURCHASER:

NORTH ATLANTIC VENTURE FUND V, L.P.

By: NORTH ATLANTIC INVESTORS
V, LLC, its General Partner

By:  _____
Name: David M. Coit
Title: Managing Director

Schedule I

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Company:

Trademark	Serial No.	Registration No.	Date of Registration
KIIP	86746039	5001747	July 19, 2016
kiip	85447254	4281468	January 29, 2013
SWARM	85502723	4659939	December 23, 2014