

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOWPAD NV		08/07/2019	Limited Liability Company: BELGIUM
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: 3			
Property Type	Number	Word Mark	
Registration Number:	4343529	SHOWPAD	
Registration Number:	4566976	SHOWPAD	
Registration Number:	4653292	SHOWPAD	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	27292-900		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	08/08/2019		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of August 7, 2019, by and between SILICON VALLEY BANK, a California corporation operating through its UK branch, Alphabeta, 14-18 Finsbury Square, London EC2A 1BR, United Kingdom (“**Bank**”) and SHOWPAD NV, a limited liability company organized and existing under the laws of Belgium, having its registered office at Moutstraat 62, 9000 Ghent, Belgium, and registered with the Crossroad Bank for Enterprises under number 0836.159.992 (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **SHOWPAD, INC.** (each such party, including Grantor, a “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified, supplemented and/or restated from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of all obligations of Borrower to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Borrower to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired

or held, including without limitation set forth on Exhibit B attached hereto (collectively, the “**Computer Program Rights**”);

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(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 the patents and patent applications set forth on Exhibit C attached hereto (collectively, the “**Patents**”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit D attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit E attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original,

but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SHOWPAD NV

By: PIETER JAC BOUTEN

Title: ~~CEO, director represented~~
Special attorney-in-fact ~~by SSMS~~

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SHOWPAD NV

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Kyle Randall - Kyle Randall

Title: Vice President

TRADEMARK

REEL: 006716 FRAME: 0314

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Computer Program Rights

- **Showpad Content (Computer Program Copyright):**
i.e. the Showpad sales enablement solution made available as “Software as a Service”, consisting out of i) an online web-based back-end that stores, analyses, manages, distributes and/or Processes Customer Content as well as ii) the interacting front-end client (e.g. the Showpad mobile application) and/or Web-Interface (e.g. plugins), that allow for the retrieval, consultation, distribution and/or management of the Customer Content, as made available via <http://www.showpad.com>, [.showpad.biz](http://www.showpad.biz) and/or other designated websites or app stores, as well as generating analytics on the usage made of the Customer Content, with the aim of interacting and analysing the sales & marketing interaction between an Administrator, a User as well as a Prospect

EXHIBIT C

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT D

Trademarks

"Showpad"

region	Owner	Registration number	Application number
USA	Showpad NV	4343529	85545133
USA	Showpad NV	4566976	86082873
CANADA	Showpad NV	TMA887229	1587572
EU	Showpad NV	009493156	009493156
BENELUX	Showpad NV	1029124	1369860
NORWAY	Showpad NV	-	WIPO application 1400666
SWITZERLAND	Showpad NV	-	WIPO application 1400666
AUSTRALIA	Showpad NV	-	WIPO application 1400666
NEW ZEALAND	Showpad NV	-	WIPO application 1400666
JAPAN	Showpad NV	-	WIPO application 1400666



region	Owner	Registration number	Application number
USA	Showpad NV	4653292	85688529
CANADA	Showpad NV	TMA887803	1587573
EU	Showpad NV	011037256	011037256



region	Owner	Registration number	Application number
BENELUX	Showpad NV	1035126	1376098
EU	Showpad NV	017911500	017911500
USA	Showpad NV	-	WIPO application
CANADA	Showpad NV	-	WIPO application
NORWAY	Showpad NV	-	WIPO application
SWITZERLAND	Showpad NV	-	WIPO application
AUSTRALIA	Showpad NV	-	WIPO application
NEW ZEALAND	Showpad NV	-	WIPO application
JAPAN	Showpad NV	-	WIPO application



region	Owner	Registration number	Application number
EU	Showpad NV	017911498	017911498
Norway	Showpad NV	-	201907193

"Pitch IQ"

region	Owner	Registration number	Application number
EU	Showpad NV	018007985	018007985

"MeetingIQ"

region	Owner	Registration number	Application number
US	Showpad NV	-	88258896
EU	Showpad NV	018007980	018007980

"Showtime"

region	Owner	Registration number	Application number
US	Showpad NV	-	88258879
EU	Showpad NV	-	018007978



Accelerate

region	Owner	link	Status
US	Showpad NV	-	88299625
EU	Showpad NV	-	018021329

EXHIBIT E

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.