

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536900

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BLACKFOG, INC.		08/30/2018	Corporation: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGILITY CAPITAL III, LLC		
<b>Street Address:</b>	10 East Figueroa Street, Suite 204		
<b>City:</b>	SANTA BARBARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	: CALIFORNIA LIMITED LIABILITY COMPANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4962876	BLACKFOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	08/16/2019		
<b>Total Attachments: 5</b>			
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OP \$40.00 4962876

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of August 30, 2018 by and between **BLACKFOG, INC.**, a Wyoming corporation ("**Grantor**") and **AGILITY CAPITAL III, LLC**, a California limited liability company ("**Lender**").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "**Loan Agreement**") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

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 one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

BlackFog, Inc.  
1712 Pioneer Ave.  
Cheyenne, WY 82001

Address of Lender:

10 East Figueroa Street, Suite 204  
Santa Barbara, CA 93101

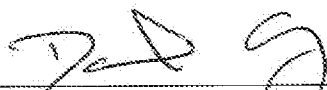
**BLACKFOG, INC.**

By:  \_\_\_\_\_

Name: Dr. Darren Williams

Title: CEO

**AGILITY CAPITAL III, LLC**

By:  \_\_\_\_\_

Name: DANIEL CORRY

Title: MANAGING MEMBER

EXHIBIT A

Copyrights

If None, check this box:

Title	Registration Number	Registration Date
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**EXHIBIT B**

**Patents**

If None, check this box:

Title	Serial No./ Patent Number	Application Date/ Issue Date
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**EXHIBIT C**

**Trademarks**

If None, check this box:

Description  
BlackFog

Serial / Registration Number  
4962876

Application / Registration Date  
May 24, 2016