

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORGE GLOBAL, INC.		10/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Illinois Banking Corp.: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88150151	FORGE	
Serial Number:	88150149	FORGE	
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:	2126834120		
Email:	luis.rodriquez@unitedcorporate.com		
Correspondent Name:	Amy Lee Osgood		
Address Line 1:	100 State Street		
Address Line 2:	Suite 800		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Amy Lee Osgood		
SIGNATURE:	/Amy Lee Osgood/		
DATE SIGNED:	10/16/2019		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
FORGE GLOBAL, INC.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: CIBC BANK USA

Street Address: 120 SOUTH LASALLE STREET

City: CHICAGO

State: ILLINOIS

Country: USA Zip: 60603

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship AN ILLINOIS BANKING CORP.
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) OCTOBER 15, 2019

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
Serial Numbers: 88150151 and 88150149 FORGE

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Registration Date October 10, 2018

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Amy Lee Osgood/United Corporate Services, Inc.

Internal Address: Suite 800

Street Address: 100 State Street

City: Albany

State: NY Zip: 12207

Phone Number: 877-894-9049 Ext 218

Docket Number: _____

Email Address: Amy.Osgood@Unitedcorporate.com

6. Total number of applications and registrations involved: 2

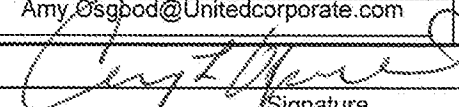
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  10/16/2019

Signature Date

Amy Lee Osgood

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of October 15, 2019 is made by FORGE GLOBAL, INC., a Delaware corporation (the "Grantor"), in favor of CIBC BANK USA (the "Lender").

WHEREAS, Grantor, among other parties, has entered into a Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), with the Lender.

WHEREAS, under the terms of the Loan Agreement, Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world including all good will associated therewith;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security 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 the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Construction. The headings of paragraphs and sub-paragraphs contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement. Any schedules and exhibits attached hereto are hereby incorporated herein as if fully set forth herein. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine or neuter gender, according to the context. Whenever the term "include," "including," or "included" is used in this Agreement, it shall mean "including without limiting the generality of the foregoing". The recitals contained in this Agreement are, and shall be construed to be, an integral part of this Agreement. A "business day" under this Agreement shall mean any day other than a Saturday, Sunday or a holiday under U.S. or Illinois law. Any period of time for an act or notice under this Agreement which ends on a day which is not a business day may be timely performed on the next following business day. This Trademark Security 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 Trademark Security 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 Trademark Security 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 State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

FORGE GLOBAL, INC., a Delaware corporation

By: 
Name: Mark Lee
Its: Chief Financial Officer

AGREED AND ACCEPTED BY LENDER:

CIBC BANK USA, an Illinois banking corporation

By: _____
Name: _____
Its: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

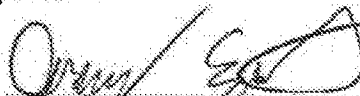
BORROWER:

FORGE GLOBAL, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

AGREED AND ACCEPTED BY LENDER:

CIBC BANK USA, an Illinois banking corporation

By: 
Name: Jeremy Estey
Its: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARKS

<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Word Mark</u>	<u>Status</u>
88150151		October 10, 2018	FORGE	Live
88150149		October 10, 2018	FORGE	Live

Schedule 1 to Trademark Security Agreement