

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BeenVerified, Inc.		10/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NH Expansion Credit Fund Holdings LP		
Street Address:	1585 Broadway		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77869427	BEENVERIFIED	
Serial Number:	77869482	BEENVERIFIED	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	10/25/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 25, 2019 (the "**Agreement**") between **NH EXPANSION CREDIT FUND HOLDINGS LP** ("**North Haven Expansion**"), as agent (in such capacity, the "**Agent**"), on behalf of the Holders (as defined below) and **BEENVERIFIED, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Note and Warrant Purchase and Security Agreement, dated as of October 25, 2019 (as amended from time to time, the "**Note**"), among Agent, the Holders from time to time signatory thereto, including North Haven Expansion, **NORTH HAVEN CREDIT PARTNERS II L.P.** ("**North Haven II**") and **NORTH HAVEN CREDIT PARTNERS III L.P.** ("**North Haven III**"; and together with North Haven II, each a "**Holder**" and collectively, the "**Holders**") and Grantor. Terms defined in the Note have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. **Security Interest.** To secure the Obligations under the Note, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include Excluded Property.

2. **Rights Cumulative.** The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Note, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Note, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

3. **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 shall be governed by, and construed in accordance with, the laws of the United States of America and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BEENVERIFIED, INC., a Delaware corporation

By: _____

Name: Josh Levy

Title: Chief Executive Officer

Address for Notices:
Attn: Josh Levy
48 W. 38th Street
New York, NY 10018

AGENT:

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.
Its: General Partner

By: MS Expansion Credit GP Inc.
Its: General Partner

By: _____

Name: _____

Title: _____

Address for Notices:
Attn: Debra Abramovitz
1585 Broadway, 39th Floor
New York, NY 10036

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BEENVERIFIED, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: _____
48 W. 38th Street
New York, NY 10018

AGENT:

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.
Its: General Partner

By: MS Expansion Credit GP Inc.
Its: General Partner

By:  _____

Name: WILLIAM TRELAND

Title: MANAGING DIRECTOR

Address for Notices:

Attn: Debra Abramovitz
1585 Broadway, 39th Floor
New York, NY 10036

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


**EXHIBIT A
COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
Website Source Code	BeenVerified.com Website Source Code	-	TX 8-544-424	2017-04-24	Registered 03/08/2018
Website People Flow	BeenVerified.com Website People Flow	-	TX 8-558-519	2017-04-24	Registered 03/08/2018
Website Property Flow	BeenVerified.com Website Property Flow	-	TX 8-559-574	2016-02-29	Registered 03/08/2018
Character Design	Number Guru Character Design (BeenVerified, Inc.)	-	VA 2-013-960	2011-10-31	Registered 05/02/2016

**EXHIBIT B
TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
BeenVerified Design	77869427	3810610		11/10/2009
BEENVERIFIED and Design 	77869482	3810615		11/10/2009

**EXHIBIT C
PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>