

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metromile, Inc.		12/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP, as Administrative Agent		
Street Address:	1920 L Street NW, Suite 550		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88288058	PENNIES PER MILE	
Registration Number:	5777235		
Registration Number:	5612824	AVA	
Registration Number:	4727687	M	
Registration Number:	4738590	METROMILE	
Registration Number:	5023761	METROMILE PULSE	
Registration Number:	4926071	METROMILE TAG	
Registration Number:	4306724	METROMILE	
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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1160740		
NAME OF SUBMITTER:	Robin Dunn		

OP \$215.00 88288058

SIGNATURE:	/Robin Dunn/
DATE SIGNED:	12/06/2019
Total Attachments: 9 source=Trademark Cover Sheet with IPSA-Metromile, Inc#page2.tif source=Trademark Cover Sheet with IPSA-Metromile, Inc#page3.tif source=Trademark Cover Sheet with IPSA-Metromile, Inc#page4.tif source=Trademark Cover Sheet with IPSA-Metromile, Inc#page5.tif source=Trademark Cover Sheet with IPSA-Metromile, Inc#page6.tif source=Trademark Cover Sheet with IPSA-Metromile, Inc#page7.tif source=Trademark Cover Sheet with IPSA-Metromile, Inc#page8.tif source=Trademark Cover Sheet with IPSA-Metromile, Inc#page9.tif source=Trademark Cover Sheet with IPSA-Metromile, Inc#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of December 5, 2019, is entered into by and between **METROMILE, INC.**, a Delaware corporation (the “**Grantor**”), and **MULTIPLIER CAPITAL II, LP**, a Delaware limited partnership, as Administrative Agent (the “**Administrative Agent**”).

RECITALS

A. Pursuant to the Loan and Security Agreement dated of even date herewith by and between the Grantor, other Borrowers as listed therein, **MULTIPLIER CAPITAL II, LP**, in its capacity as Administrative Agent, and each Lender listed on Schedule I.1 thereto (as amended, modified, supplemented or restated and in effect from time to time, the “**Loan Agreement**”), the Lenders have agreed to make loans to the Grantor and the other Borrowers (collectively, the “**Loans**”).

B. In order to induce the Lenders to enter into the Loan Agreement and other Loan Documents and to make Loans and other Credit Extensions to the Grantor and the other Borrowers upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has agreed, upon the terms contained in the Loan Agreement, to grant to the Administrative Agent continuing security interests in and Liens on all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Obligations (as defined below).

C. The Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Loan Agreement.

D. Upon the terms contained in the Loan Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent this Agreement, which is supplemental to the Loan Agreement and the other Loan Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) “**Intellectual Property Collateral**” means all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all Trademarks and filed applications, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all Patents and all filed applications, including, without limitation, all of those referred to in Schedule II;

(iii) all Copyrights and filed applications, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, and operating manuals;

(v) all source code;

(vi) all design rights;

(vii) all licenses and license rights with respect to any or all of the foregoing;

(viii) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, any or all of the foregoing; and

(ix) all income, products and proceeds of each of the foregoing, including, without limitation, all royalties and all claims by the Grantor against third parties for past, present or future (A) infringement, misappropriation, breach or dilution of any Copyright, Patent or Trademark, and (B) injury to any goodwill associated with any Copyright, Patent or Trademark, with the right, but not the obligation to sue for and collect, or otherwise recover damages.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any "intent-to-use" trademark at any times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademark would render invalid Grantor's rights to such trademark under applicable law.

(b) "Loan Agreement" has the meaning given to such term in the Recitals above.

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the Code to the extent that such other terms are used or defined therein and are not otherwise defined herein or in the Loan Agreement. References to the Loan Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the commitments or the principal amount of any of the Credit Extensions, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. Grant of Security Interests. To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Administrative Agent a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under the Intellectual Property Collateral. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

3. Right to Sue. Following the occurrence and during the continuation of an Event of Default, and in all cases subject to the terms of the Loan Agreement, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name or on behalf of Grantor, to enforce Grantor's rights in the Intellectual Property Collateral. If the Administrative Agent commences any such suit, Grantor shall, at the request of Administrative Agent, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid and support Administrative Agent in such enforcement. Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all of Administrative Agent's costs and expenses, including reasonable attorney's fees, related to Administrative Agent's exercise of the above mentioned rights other than for costs, expenses and fees arising from the gross negligence or willful misconduct of Administrative Agent or Lenders.

4. Representations and Warranties. The Grantor represents and warrants to the Administrative Agent that the Grantor does not have any ownership interest in, or title to, any registered Trademark, registered Patent or

registered Copyright or any applications therefor, **except** as set forth in Schedule I, Schedule II and Schedule III hereto. This Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements, perfected Liens in favor of the Administrative Agent on, the Grantor's Intellectual Property Collateral, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

5. Loan Agreement. The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent for the benefit of the Lenders pursuant to the Loan Agreement and the other Loan Documents. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Agreement and the Loan Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Division 9 of the Code and other applicable law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and also the Loan Agreement, and in all cases shall be subject to the terms of the Loan Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Loan Agreement, then the terms and conditions of the Loan Agreement shall prevail.

6. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned. The provisions hereof survive the termination of this Agreement.

7. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Loan Agreement.

8. Choice Of Law And Venue; Jury Trial Waiver. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO OPERATE TO PRECLUDE ADMINISTRATIVE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF ADMINISTRATIVE AGENT. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE REFERENCE PROVISION SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, WHICH REFERENCE PROVISION IS HEREBY INCORPORATED HEREIN WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

EACH OF ADMINISTRATIVE AGENT AND GRANTOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND ADMINISTRATIVE AGENT EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE

OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION THEREIN, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

9. Delivery by Facsimile, etc. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of the signature pages to this Agreement by facsimile or by electronic mail in portable document format (.pdf) shall be as effective as delivery of manually executed counterparts of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall, upon Administrative Agent's written request, deliver a manually executed counterpart of this Agreement, but the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Termination of Liens; Etc. The grant of the security interest herein shall be subject to the same termination provisions as are set forth in Section 4.1 of the Loan Agreement as to the grant of the security in the Collateral and applicable termination provisions. All covenants, representations and warranties made in this Agreement continue in full force until the Loan Agreement has terminated pursuant to its terms and all Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist and any other obligations which, by their terms, are to survive the termination of this Agreement) have been paid in full in cash and Lenders no longer have any obligation to extend credit under the Loan Agreement to any Borrower. So long as Borrowers have paid and satisfied the Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist and any other obligations which, by their terms, are to survive the termination of this Agreement) in full and in cash, this Agreement may be terminated prior to the Term Loan Maturity Date by Borrowers, effective three (3) Business Days after written notice of termination is given by Borrowers to Administrative Agent and Lenders. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

METROMILE, INC.

By: 

Name:

Title:

Dan Preston
CEO

Address for notices:

690 Folsom Street, Suite 200
San Francisco, CA 94107
Fax:

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Administrative Agent:

MULTIPLIER CAPITAL II, LP

**By: Multiplier Capital II GP, LLC,
Its General Partner**


By 
Title Managing Member

Address for Notices:

1920 L Street NW, Suite 550
Washington, DC 20036
Attention: Kevin Sheehan, Managing General Partner

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PENNIES PER MILE	88288058	02/04/19
	87933623	05/23/18
	5777235	06/11/19
AVA	87457175	05/19/17
	5612824	11/20/18
M	86399493	09/18/14
	4727687	04/28/15
METROMILE	86399491	09/18/14
	4738590	05/19/15
METROMILE PULSE	86652324	06/04/15
	5023761	08/16/16
METROMILE TAG	86643751	05/28/15
	4926071	03/29/16
METROMILE	85620398	05/09/12
	4306724	03/19/13

SCHEDULE II

PATENTS AND PATENTS APPLICATIONS

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Systems and methods for determining fuel information of a vehicle	10,140,785	11/27/18
	14/843,815	09/02/15
Systems and methods for determining and displaying a route using information determined from a vehicle, user feedback, and a mobile electronic device	10,036,639	07/31/18
	14/842,753	09/01/15
Systems and methods for determining vehicle trip information	9,846,977	12/19/17
	14/843,853	09/02/15
Systems and methods for determining parking information for a vehicle using vehicle data and external parking data	9,812,015	11/07/17
	14/842,736	09/01/15
Systems and Methods for Determining Vehicle Trip Information	20180204396	07/19/18
	15/811,928	11/14/17
Systems and Methods for Determining Fuel Information of a Vehicle	20190080527	03/14/19
	16/032,783	07/11/18
System And Method For Determining Parking Information For A Vehicle Using Vehicle Data And External Parking Data	15/789,917	10/20/17
System And Method For Driving Detection And Fingerprinting	15/476,549	03/31/17
System And Method For Driving Detection And Fingerprinting	15/476,549	03/31/17

SCHEDULE III
COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		