

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOKU, INC.		12/23/2019	Corporation: DELAWARE
BOKU NETWORK SERVICES, INC.		12/23/2019	Corporation: DELAWARE
BOKU PAYMENTS, INC.		12/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85443276	1-TAP	
Serial Number:	85255041	BOKU	
Serial Number:	85443290	1-TAP	
Serial Number:	77723229	BOKU	
Serial Number:	77723226	BOKU	
Serial Number:	77723224	BOKU	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	Joanna McCall		
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:	1170185		

OP \$165.00 85443276

NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	12/31/2019
Total Attachments: 16 source=Closing Copy - Intellectual Property Security Agreement#page1.tif source=Closing Copy - Intellectual Property Security Agreement#page2.tif source=Closing Copy - Intellectual Property Security Agreement#page3.tif source=Closing Copy - Intellectual Property Security Agreement#page4.tif source=Closing Copy - Intellectual Property Security Agreement#page5.tif source=Closing Copy - Intellectual Property Security Agreement#page6.tif source=Closing Copy - Intellectual Property Security Agreement#page7.tif source=Closing Copy - Intellectual Property Security Agreement#page8.tif source=Closing Copy - Intellectual Property Security Agreement#page9.tif source=Closing Copy - Intellectual Property Security Agreement#page10.tif source=Closing Copy - Intellectual Property Security Agreement#page11.tif source=Closing Copy - Intellectual Property Security Agreement#page12.tif source=Closing Copy - Intellectual Property Security Agreement#page13.tif source=Closing Copy - Intellectual Property Security Agreement#page14.tif source=Closing Copy - Intellectual Property Security Agreement#page15.tif source=Closing Copy - Intellectual Property Security Agreement#page16.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 23, 2019 by and among (a) **SILICON VALLEY BANK**, a Californian chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank") and (b) (i) **BOKU, INC.**, a Delaware corporation, (ii) **BOKU NETWORK SERVICES, INC.**, a Delaware corporation and (iii) **BOKU PAYMENTS, INC.**, a Delaware corporation ((i), (ii) and (iii) individually and collectively, jointly and severally, "**Grantor**"), each with its principal place of business located at 735 Battery St., 2nd Floor, San Francisco, California 94111.

RECITALS

A. Bank 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 Authorized Overdraft Agreement dated as of the date hereof (as the may be amended, modified, supplemented and/or restated from time to time, the "Overdraft Agreement") (each Grantor and **BOKU NETWORK SERVICES UK LTD**, a company registered under the laws of England and Wales under company number 05044979, are referred to herein individually and collectively as an "Obligor"). Bank has agreed to make certain advances of money and to extend certain financial accommodations to Obligor, 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 Obligor to Bank.

B. Pursuant to the terms of that certain Security Agreement by and between Grantor and Bank dated as of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Security 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 (as defined in the Security Agreement).

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 Obligor to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Obligor 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;

(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 B 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 C 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 D 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 Guarantee and the Security Agreement, each of which are hereby incorporated by reference. The provisions of the Guarantee and the Security 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 Guarantee, the Security 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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

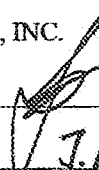
GRANTOR:

BOKU, INC.

By: _____

Name: _____

Title: _____



J. K. MEENA
CEO

BOKU NETWORK SERVICES, INC.

By: _____

Name: _____

Title: _____



J. PABON
CEO

BOKU PAYMENTS, INC.

By: _____

Name: _____

Title: _____


STUART NEAL
DIRECTOR

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

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

GRANTOR:

BOKU, INC.

By: _____

Name: _____

Title: _____

BOKU NETWORK SERVICES, INC.

By: _____

Name: _____

Title: _____

BOKU PAYMENTS, INC.

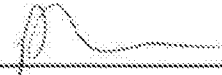
By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: ANGELAMILICA

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Effecting an electronic payment	11824607	6/29/07
Systems and methods to verify payment transactions	12369649	2/11/09
Systems and methods to facilitate electronic payments	12406073	3/17/09
Systems and methods to approve electronic payments	12406084	3/17/09
Systems and methods to provide information	12406573	3/18/09
Systems and methods to process user initiated transactions	12406583	3/18/09
Systems and methods to confirm transactions via mobile devices	12637692	12/14/09
Systems and methods to route messages to facilitate online transactions	12687075	1/13/10
Systems and methods to facilitate retail transactions	12689561	1/19/10
Systems and methods to automate transactions via mobile devices	12772937	5/3/10
Systems and methods to schedule transactions	12791606	6/1/10
Systems and methods to add funds to an account via a mobile communication device	12795116	6/7/10
Systems and methods to facilitate purchases on mobile devices	12795586	6/7/10
Systems and methods to accelerate transactions	12813338	6/10/10
Systems and methods to facilitate online transactions	12886148	9/20/10
Systems and methods to facilitate online transactions	12886267	9/20/10
Systems and methods to manage information	12940965	11/5/10
Systems and methods to automate the initiation of transactions via mobile devices	12949677	11/18/10
Systems and methods to facilitate electronic payments	12961393	12/6/10
Systems and methods to secure transactions via mobile devices	12962048	12/7/10

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and methods to selectively authenticate via mobile communications	12970889	12/16/10
Systems and methods to authenticate users	13012589	1/24/11
Systems and methods to process payments	13012631	1/24/11
Systems and methods to restrict payment transactions	13071158	3/24/11
Systems and methods to provide offers on mobile devices	13071189	3/24/11
Systems and methods to provide credits via mobile devices	13071232	3/24/11
Systems and methods to distribute and redeem offers	13071440	3/24/11
Systems and methods to process payments via account identifiers and phone numbers	13094459	4/26/11
Systems and methods to automate social networking activities	13094476	4/26/11
Systems and methods to detect fraudulent payment requests	13150626	6/1/11
Systems and methods to receive funds via mobile devices	13177133	7/6/11
Systems and methods to accelerate transactions based on predictions	13193541	7/28/11
Systems and methods to identify carrier information for transmission of premium messages	13207721	8/11/11
Systems and methods to process payments via a communication system	13229469	9/9/11
Systems and methods to provide referral rewards via mobile devices	13312530	12/6/11
Pan charging to account established with an msisdn	13334577	12/22/11
Voucher redemption	13334633	12/22/11
Offer insertion system	13334664	12/22/11
Systems and methods to facilitate repeated purchases	13453198	4/23/12
Systems and methods to process donations	13460200	4/30/12
Systems and methods to suggest prices	13462748	5/2/12
Customer to supplier funds transfer	13541409	7/3/12
Transit billing network	13324954	12/13/11

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Activating an account base on a sms message	13324962	12/13/11
Pass-through payment system	13334704	12/22/11
Account-dependent distribution and insertion of redeemable merchant offers	13334755	12/22/11
Transaction initiated automatic enrollment for merchant offers	13351706	1/17/12
Dynamic offers	13356277	1/23/12
Default phone bill charging	13369117	2/8/12
Expense tracker	13397014	2/15/12
Transferring credits from a carrier account	13410096	3/1/12
Transaction advisory based merchant voucher redemption	13423853	3/19/12
Merchant network offer	13439527	4/4/12
Transaction authentication with an msisdn at a pos routed through a merchant acquirer computer system	13465368	5/7/12
Transaction authentication with a non-pan id and pin	13465402	5/7/12
Transaction authentication with a variable-type user-stored account identifier	13465432	5/7/12
Transaction authentication with a non-msisdn id and authorization by communicating with a consumer device	13465469	5/7/12
Transaction data retrieval and targeting	13470067	5/11/12
Bidding on transaction data	13470097	5/11/12
Offer redemption rate based selection and display of offers	13472030	5/15/12
Systems and methods to process transaction based on social networking	13478841	5/23/12
Systems and methods to provide access control via mobile phones	13478867	5/23/12
Systems and methods to purchase on a mobile communication device	13480709	5/23/12
Card linking	13489323	6/5/12
Card linked offers	13752176	1/28/13

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Transaction authentication with an msisdn at a pos routed through a merchant acquirer computer system	61598617	2/14/12
Transaction authentication with a non-pan id and pin	61598634	2/14/12
Transaction authentication with a variable-type user-stored account identifier	61598647	2/14/12
Transaction authentication with a non-msisdn id and authorization by communicating with a consumer device	61598653	2/14/12
Rules engine for enterprise system	7958077	6/7/11
Systems and methods to facilitate online transactions	8041639	10/18/11
Systems and methods to control online transactions	8116730	2/14/12
Funds transfer electronically	8116747	2/14/12
Transferring funds electronically	8117124	2/14/12
Systems and methods to process transaction requ	8131258	3/6/12
Systems and methods to process transaction based on social networking	8160943	4/17/12
Systems and methods to provide access control via mobile phones	8219542	7/10/12
Systems and methods for pre-defined purchases on a mobile communication device	8224709	7/17/12
Systems and methods to process transactions based on social networking	8224727	7/17/12
Supplier funds reception electronically	8326261	12/4/12
Systems and methods to process transaction requests	8359005	1/22/13

PCT Applications

<u>Description</u>	<u>PCT Application Number</u>	<u>PCT Application Date</u>
Systems and methods to verify payment transactions	PCTUS0933823	2/11/09
Systems and methods to facilitate electronic payments	PCTUS1020188	1/6/10
Systems and methods to approve electronic payments	PCTUS1021054	1/14/10
Systems and methods to confirm transactions via mobile devices	PCTUS1032668	4/28/10

<u>Description</u>	<u>PCT Application Number</u>	<u>PCT Application Date</u>
Systems and methods to facilitate retail transactions	PCTUS1042703	7/21/10
Systems and methods to automate transactions via mobile devices	PCTUS1126301	2/25/11
Systems and methods to schedule transactions	PCTUS1036940	6/1/10
Systems and methods to facilitate purchases on mobile devices	PCTUS1037816	6/8/10
Systems and methods to facilitate online transactions	PCTUS1050616	9/20/10
Systems and methods to manage information	PCTUS1133391	4/21/11
Systems and methods to automate the initiation of transactions via mobile devices	PCTUS1057472	11/19/10
Systems and methods to facilitate electronic payments	PCTUS1059295	12/7/10
Systems and methods to secure transactions via mobile devices	PCTUS1059466	12/8/10
Systems and methods to selectively authenticate via mobile communications	PCTUS1159444	11/4/11
Systems and methods to authenticate users	PCTUS1122419	1/25/11
Systems and methods to process payments	PCTUS1122426	1/25/11
Systems and methods to provide offers on mobile devices	PCTUS1130038	3/25/11
Systems and methods to provide credits via mobile devices	PCTUS1130039	3/25/11
Systems and methods to receive funds via mobile devices	PCTUS1143082	7/6/11
Systems and methods to identify carrier information for transmission of premium messages	PCTUS1147437	8/11/11
Systems and methods to process payments via a communication system	PCTUS1151094	9/9/11
Pan charging to account established with an msisdn	PCTUS1166824	12/22/11
Systems and methods to facilitate repeated purchases	PCTUS1234639	4/23/12
Systems and methods to suggest prices	PCTUS1236190	5/2/12
Systems and methods to facilitate online transactions	PCTUS1020186	1/6/10
Systems and methods to control online transactions	PCTUS1020189	1/6/10
Transferring funds electronically	PCTUS0939723	4/7/09
Systems and methods to process transaction requests	PCTUS1030338	4/8/10

<u>Description</u>	<u>PCT Application Number</u>	<u>PCT Application Date</u>
Systems and methods to process transaction based on social networking	PCTUS1024525	2/18/10
Systems and methods to provide access control via mobile phones	PCTUS1129760	3/24/11
Systems and methods to purchase on a mobile communication device	PCTUS1046266	8/23/10
Systems and methods to process transactions based on social networking	PCTUS1024535	2/18/10
Voucher redemption	PCTUS1224911	2/13/12
Offer insertion system	PCTUS1224912	2/13/12
Systems and methods to automate social networking activities	PCTUS1225195	2/15/12
Pass-through payment system	PCTUS1267390	11/30/12
Activating an account based on an sms message	PCTUS1268705	12/10/12
Account-dependent distribution and insertion of redeemable merchant offers	PCTUS1269176	12/12/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1-TAP	85443276	10/10/11
BOKU	85255041	3/1/11
1-TAP	85443290	10/10/11
BOKU	77723229	4/27/09
BOKU	77723226	4/27/09
BOKU	77723224	4/27/09

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None registered

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