

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MODIV, LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC MERCANTILE BANK		
Street Address:	949 South Coast Drive, 3rd Floor		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4692521	REAL ESTATE INVESTING FOR EVERYONE	
Registration Number:	4688137	RICH-UNCLES REAL ESTATE INVESTING FOR TH	
Registration Number:	4687989	RICH UNCLES	
Registration Number:	5715937	RICH UNCLES	
Serial Number:	87066067	RICH UNCLES	
Serial Number:	88239713	MODIV	
Serial Number:	88239716	MODIV8	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 2:	Attn: Lesley Y. Kim		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	RUNC.010GEN		
NAME OF SUBMITTER:	Lesley Y. Kim		

OP \$190.00 4692521

SIGNATURE:	/lesley y. kim/
DATE SIGNED:	01/29/2020
Total Attachments: 5 source=PMB - modiv, LLC - IP Security Agreement 12.31.19 with PMB signature#page1.tif source=PMB - modiv, LLC - IP Security Agreement 12.31.19 with PMB signature#page2.tif source=PMB - modiv, LLC - IP Security Agreement 12.31.19 with PMB signature#page3.tif source=PMB - modiv, LLC - IP Security Agreement 12.31.19 with PMB signature#page4.tif source=PMB - modiv, LLC - IP Security Agreement 12.31.19 with PMB signature#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2019 by and between **PACIFIC MERCANTILE BANK** ("Lender") and **MODIV, LLC**, a Delaware limited liability company ("Grantor"), with reference to the following facts:

A. Lender and Grantor (and certain other companies) are parties to that certain Loan and Security Agreement dated December 19, 2019 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all of Grantor's Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in 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 (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including

without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:


3090 Bristol Street, Suite 550
Costa Mesa, CA 92626

Grantor:

MODIV, LLC

By: DAISHO OP HOLDINGS, LLC, its
Manager

By: BRIXINVEST, LLC, its Manager

By: 
Name: Raymond J. Pacini
Title: CFO

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 006849 FRAME: 0703

Address of Grantor:

3090 Bristol Street, Suite 550
Costa Mesa, CA 92626

Grantor:

MODIV, LLC

By: DAISHO OP HOLDINGS, LLC, its
Manager

By: BRIXINVEST, LLC, its Manager

By: _____
Name: Raymond J. Pacini
Title: CFO

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By: _____
Title: Ross Macdonald, EVP

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
RICH UNCLES	87/066,027 5,715,937 United States	June 9, 2018 April 2, 2019	Rich Uncles LLC	Registered
RICH UNCLES	87/066,067 N/A United States	June 9, 2016 N/A	Rich Uncles LLC	Pending
INVEST ALONGSIDE EXPERTS IN REAL ESTATE	87/066,044 N/A	June 9, 2016 N/A	Nexregen, LLC	Dead
REAL ESTATE INVESTING FOR EVERYONE	86/351,828 4,692,521	July 29, 2014 February 24, 2015	Nexregen, LLC	Registered
RICH-UNCLES REAL ESTATE INVESTING FOR THE REST OF US	86/321,410 4,688,137	June 26, 2014 February 17, 2015	Nexregen, LLC	Registered
RICH UNCLES	86/317,411 4,687,989	June 23, 2014 February 17, 2005	Nexregen, LLC	Registered
MODIV	88/239,713 N/A	December 21, 2018 N/A	modiv-co.	Pending
MODIV8	88/239,716 N/A	December 21, 2018	modiv co.	Pending