ETAS ID: TM559706

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT SECURITY INTEREST NATURE OF CONVEYANCE:

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOBILEWORKS, INC. (DBA LEADGENIUS)		01/30/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WESTERN ALLIANCE BANK
Street Address:	ATTN: NOTE DEPARTMENT
Internal Address:	55 ALMADEN BOULEVARD, SUITE 100
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4738928	LEADGENIUS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (858) 550-6412 lortiz@cooley.com Email:

Correspondent Name: LISA ORTIZ

Address Line 1: C/O COOLEY LLP 4401 EASTGATE MALL Address Line 2:

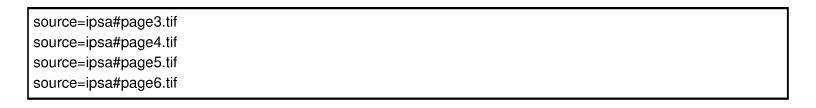
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 305983-1234 NAME OF SUBMITTER: LISA ORTIZ **SIGNATURE:** /LISA ORTIZ/ **DATE SIGNED:** 01/30/2020

Total Attachments: 6 source=ipsa#page1.tif source=ipsa#page2.tif

> **TRADEMARK** REEL: 006851 FRAME: 0118

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TRADEMARK
REEL: 006851 FRAME: 0119

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 30, 2020 (the "Agreement") between WESTERN ALLIANCE BANK ("Bank") and MOBILEWORKS, INC. (dba LeadGenius), a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of August 20, 2018 (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement 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:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank 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"):

- (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 Grantor 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

[Remainder of page intentionally left blank.]

1.

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

ÇRANTQR;	BANK;
MOBILEWORKS, INC.	WESTERN ALLIANCE BANK
By:	Ву:
Name; Mark gorble	Name;
Tifle; CEO	Ti(le;
Address for Notices: Attn: Mark Godley	Address for Notices: Attn: Note Department
2054 University Avenue, Suite 400	55 Almaden Boulevard, Suite 100
Berkeley, CA 94704	San Jose, California 95113
Email: mark@leadgenius.com	Fax: (408) 282-1681

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

GRANTOR:	BANK:
MOBILEWORKS, INC.	WESTERN ALLIANCE BANK
Ву:	Ву: О
Name:	Name: KHEYOWh
Title:	Title: Sentor Director
Address for Notices: Attn: Mark Godley 2054 University Avenue, Suite 400	Address for Notices: Attn: Note Department 55 Almaden Boulevard, Suite 100
Berkeley, CA 94704	San Jose, California 95113
Email: mark@leadgenius.com	Fax: (408) 282-1681

EXHIBIT A

Copyrights

Type of Work:

Title:

International Standard Serial Number (ISSN): Registration Number:

Filing Date:

None.

 $217573232\,\mathrm{v1}$

TRADEMARK REEL: 006851 FRAME: 0123

EXHIBIT B

Trademarks

	Registration/ Serial	Registration/
Description	<u>Number</u>	Application Date
LeadGenius	4738928	05/19/2015

EXHIBIT C

Patents

Description	Patent / Application Number	Issue / ApplicationDate
Methods and Apparatus for Online Sourcing	20130317871	05/02/2013

217573232 v1

RECORDED: 01/30/2020

TRADEMARK REEL: 006851 FRAME: 0125