

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bellhops, Inc.		02/12/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4747947	BELLHOPS	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	02/12/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 12, 2020 by and between **SILICON VALLEY BANK**, a California corporation in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”) and **BELLHOPS, INC.**, a Delaware corporation, **BHH SERVICES, LLC**, a Delaware limited liability company, and **BELLHOPS MOVING, LLC**, a Delaware limited liability company (each and together, jointly and severally, “Grantor”).

RECITALS

A. **SILICON VALLEY BANK** and **WESTRIVER INNOVATION LENDING FUND VIII, L.P.**, a Delaware limited partnership (collectively, the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof by and among the Lenders, Agent, and Grantor (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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 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, 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, 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.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Intellectual Property Collateral shall not include (i) any intent-to-use Trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law, provided, that upon submission of a statement of use or an amendment to allege use with the United States Patent and Trademark Office, such intent-to-use Trademark application shall automatically and without any further action constitute Intellectual Property Collateral; or (ii) Grantor's rights under a Restricted License to the extent that granting a security interest in such Restricted License is restricted or prohibited by law or by the terms of such Restricted License, provided, that upon termination of such restriction or prohibition, such Restricted License shall immediately become Intellectual Property Collateral without any action by Grantor or Agent.

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 Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan

Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit or expand such rights and remedies.

5. 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.

6. 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.

7. 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 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).

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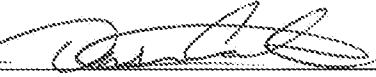
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

Bellhops, Inc.
1110 Market Street, Suite 502
Chattanooga, TN 37402
Attn: Luke Marklin, CEO

BELLHOPS, INC.

By: 

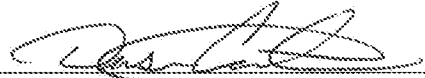
Name: Dustin Carlton

Title: VP of Legal & Compliance & Secretary

Address:

BHH Services, LLC
1110 Market Street, Suite 502
Chattanooga, TN 37402
Attn: Luke Marklin, CEO

BHH SERVICES, LLC

By: 

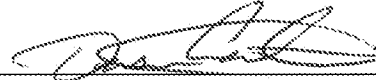
Name: Dustin Carlton

Title: Secretary

Address:

BHH Services, LLC
1110 Market Street, Suite 502
Chattanooga, TN 37402
Attn: Luke Marklin, CEO

BELHOPS MOVING, LLC

By: 

Name: Dustin Carlton

Title: Secretary

Address:

Silicon Valley Bank
387 Park Avenue South, 2nd Floor
New York, NY 10016
Attn: Kevin Macios, Vice President

AGENT:

SILICON VALLEY BANK, as Agent

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006862 FRAME: 0377

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:

Address:

Bellhops, Inc.
1110 Market Street, Suite 502
Chattanooga, TN 37402
Attn: Luke Marklin, CEO

BELLHOPS, INC.

By: _____

Name: _____

Title: _____

Address:

BHH Services, LLC
1110 Market Street, Suite 502
Chattanooga, TN 37402
Attn: Luke Marklin, CEO

BHH SERVICES, LLC

By: _____

Name: _____

Title: _____

Address:

BHH Services, LLC
1110 Market Street, Suite 502
Chattanooga, TN 37402
Attn: Luke Marklin, CEO

BELHOPS MOVING, LLC

By: _____

Name: _____

Title: _____

Address:

Silicon Valley Bank
387 Park Avenue South, 2nd Floor
New York, NY 10016
Attn: Kevin Macios, Vice President

AGENT:

SILICON VALLEY BANK, as Agent

By:  _____

Name: Kevin Macios

Title: VP

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006862 FRAME: 0378

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GETBELLHOPS.COM	VA0002008335	12/23/2015

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BELLHOPS	4747947	6/2/2015

EXHIBIT D

Mask Works

None.