

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REALVOLVE MERGER SUB, LLC		02/14/2020	Limited Liability Company: DELAWARE
REALVOLVE, INC.		02/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DCP FUND III LLC		
Street Address:	330 West Spring Street		
Internal Address:	Suite 200		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5166339	FIREPOINT	
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:	6142272063		
Email:	ipdocket@porterwright.com		
Correspondent Name:	Noor E. Bahhur		
Address Line 1:	41 South High Street, Suite 2900		
Address Line 2:	Suite 2900		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Noor E. Bahhur		
SIGNATURE:	/Noor E. Bahhur/		
DATE SIGNED:	03/06/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of February 14, 2020, is made by REALVOLVE, INC., a Delaware corporation (“Borrower”), and REALVOLVE MERGER SUB, LLC, a Delaware limited liability company (together with Borrower, “Grantors” and each a “Grantor”), in favor of DCP FUND III LLC, an Ohio limited liability company (“Lender”).

Background Information

As a condition precedent to the making of advances by Lender under the Loan and Security Agreement dated as of even date herewith (the “Loan Agreement”) between Grantors and Lender, each Grantor has granted to Lender a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with Lender as follows:

1. **Grant of Security.** Such Grantor hereby grants to Lender for the benefit of Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under such Grantor’s Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the “IP Collateral”):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, injury to goodwill, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other applicable government agencies or officials to record and register this Agreement with the United States Patent and Trademark Office (“USPTO”) and the United States Copyright Office (“USCO”) upon request by Lender.

3. **New Collateral.** If, before the Obligations (other than contingent obligations not yet due and payable) shall have been irrevocably paid in full and the Loan Agreement terminated, a Grantor shall obtain rights to any new Intellectual Property or IP Collateral, such Grantor shall (x) give Lender written notice thereof and (y) upon Lender’s request, execute and deliver an additional Intellectual Property Security Agreement in substantially the form of this Agreement for the purpose of securing the Obligations with a Lien on such new Intellectual Property or IP Collateral. Each Grantor hereby authorizes Lender to record each such additional Intellectual Property Security Agreement executed by such Grantor with the USPTO and the USCO.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Intellectual Property, the IP Collateral, and Lender’s security interests therein are as more fully set forth in the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

REALVOLVE, INC.

By: _____

Name: Dave Crumby

Title: Chief Executive Officer

REALVOLVE MERGER SUB, LLC

By: Realvolve, Inc., its Manager

By: _____

Name: Dave Crumby

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

DCP FUND III LLC

By: DCP Fund III Manager LLC, its
Manager

By _____

Stephanie Fortener, Member

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

REALVOLVE, INC.

By: _____
Name: Dave Crumby
Title: Chief Executive Officer

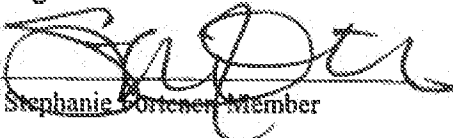
REALVOLVE MERGER SUB, LLC

By: Realvolve, Inc., its Manager

By: _____
Name: Dave Crumby
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

DCP FUND III LLC
By: DCP Fund III Manager LLC, its
Manager

By: 
Stephanie Fortner, Member

Schedule 1


PATENTS

- A. Registered Patents: None
- B. Patent Applications: None
- C. Patent Licenses: None

Schedule 2

TRADEMARKS

A. Registered Trademarks:

Trademark	Owner	Registration Number	Registration Date	Serial Number
	Realvolve Merger Sub, LLC	5166339	03/21/2017	87143079

B. Trademark Applications: None

C. Trademark Licenses: None

Schedule 3

COPYRIGHTS

- A. Registered Copyrights: None
- B. Copyright Applications: None
- C. Copyright Licenses: None

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