

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DROPOFF, INC.		03/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Eastward Fund Management, LLC		
Street Address:	432 Cherry St.		
City:	WEST NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4693482	DROPOFF	
Registration Number:	4693479	DROPOFF	
Registration Number:	4693483	DROPOFF	
Registration Number:	4693480	DROPOFF	
Registration Number:	4693484	D	
Registration Number:	4693481	D	
Registration Number:	5224049	DROPOFF DELIVERS MORE.	
Registration Number:	5172596	DROPOFF DELIVERS MORE.	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	318251-102		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		

CH \$215.00 4693482

SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	03/20/2020
Total Attachments: 9 source=Intellectual Property Security Agr#page1.tif source=Intellectual Property Security Agr#page2.tif source=Intellectual Property Security Agr#page3.tif source=Intellectual Property Security Agr#page4.tif source=Intellectual Property Security Agr#page5.tif source=Intellectual Property Security Agr#page6.tif source=Intellectual Property Security Agr#page7.tif source=Intellectual Property Security Agr#page8.tif source=Intellectual Property Security Agr#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between Eastward Fund Management, LLC (“Lender”) and Dropoff, Inc. (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 its obligations under the Loan Agreement, Grantor grants and pledges to Lender 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 and any patents and patent applications claiming the priority benefit of 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.

2. Excluded Property. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Intellectual Property Collateral shall not include: (a) a Trademark application filed in the United States Patent and Trademark Office ("PTO") on the basis of Grantor's intent to use the Trademark before evidence of use of the Trademark has been filed with and accepted by the PTO pursuant to the Lanham Act (15 U.S.C. § 1051 et seq.), but only for so long as granting a security interest in the Trademark application before the filing of evidence of use of the Trademark would adversely affect the enforceability or validity of the Trademark application or the resulting Trademark registration; and (ii) Grantor's rights under a Restricted License (Sections 2(a)-(b) collectively, "Excluded Property"). To the extent that the conditions in this Section 2 cease to exist or cease to apply to any item of property treated as Excluded Property, such item will automatically be deemed Intellectual Property Collateral and a security interest in favor of Lender will immediately attach to any item of property.

3. 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 Lender.

4. Authorization. Grantor hereby authorizes Lender 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.

5. 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 Lender 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 such rights and remedies.

6. 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.

7. 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.

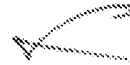
8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

DROPOFF, INC.



By: JON SPECTAL
Title: CEO

LENDER:

EASTWARD FUND MANAGEMENT, LLC

By: _____
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:

DROPOFF, INC.

By: _____
Title: _____

LENDER:

EASTWARD FUND MANAGEMENT, LLC

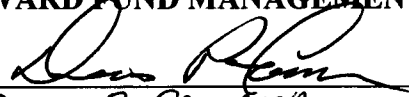

By: Dennis P. Cameron
Title: Authorized person

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	Country	Serial #	Filing Date	Registration Number	Registration Date	Goods & Services
DROPOFF	United States	86/249,433	04/11/2014	4,693,482	02/24/2015	009 - downloadable mobile applications and software for booking courier services
DROPOFF	United States	86/249,405	04/11/2014	4,693,479	02/24/2015	039 - Courier services
DROPOFF (logo)	United States	86/249,441	04/11/2014	4,693,483	02/24/2015	009 - downloadable mobile applications and software for booking courier services
DROPOFF (logo)	United States	86/249,413	04/11/2014	4,693,480	02/24/2015	039 - Courier services
DROPOFF (logo)	Canada	1698680	10/10/14	TMA1020785	5/3/19	039 - Courier services; 009 - downloadable mobile applications and software for booking courier services
DROPOFF (logo)	European Union	13354816	10/13/14	13354816	3/2/15	039 - Courier services; 009 - downloadable mobile applications and software for booking courier services
D (logo)	United States	86/249,447	04/11/2014	4,693,484	02/24/2015	009 - downloadable mobile applications and software for booking courier services
D (logo)	United States	86/249,425	04/11/2014	4,693,481	02/24/2015	039 - Courier services
DROPOFF DELIVERS MORE.	United States	86/857,584	12/22/2015	5,224,049	06/13/2017	009 - Downloadable mobile applications and software for booking courier services
DROPOFF DELIVERS MORE.	United States	86/857,353	12/22/2015	5,172,596	03/28/2017	039 - Courier services

EXHIBIT D

Mask Works

None.