

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZANBATO, INC.		04/10/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing IX, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5839732	ZANBATO	
Registration Number:	5850190	ZANBATO	
Registration Number:	4079317	ZANBATO	
Registration Number:	5935624	ZCHAT	
Registration Number:	5912733		
Serial Number:	88297947	TRUST IN PRIVATE MARKETS	
Serial Number:	88297929	ZX	
Serial Number:	88297904	ZX	
CORRESPONDENCE DATA			
Fax Number:	4157774961		
<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:	4159811400		
Email:	nsust@greeneradovsky.com		
Correspondent Name:	JEFFREY T. KLUGMAN		
Address Line 1:	1 FRONT STREET		
Address Line 2:	SUITE 3200		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		
NAME OF SUBMITTER:	JEFFREY T. KLUGMAN		
SIGNATURE:	/JEFFREY T. KLUGMAN/		

OP \$215.00 5839732

DATE SIGNED:	04/10/2020
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 10, 2020, by and between ZANBATO, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IX, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender, as such agreement may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), Secured Party has 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation,

registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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”);

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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 the foregoing the term “Collateral” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term “Collateral” shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party’s unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Documents;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any reasonable action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its reasonable discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by

amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

(c) Secured Party agrees that upon the payment in full of the Obligations, the security interests granted hereby shall terminate automatically and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party shall, at the Grantor's expense, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

ZANBATO, INC.

By: *Gregory L. Jaeger*
Name: Gregory L. Jaeger
Title: President

Address for Notices:

715 N. Shoreline Blvd.
Mountain View, CA 94043
Attn: _____
Fax #: 650 396 4523
Phone #: 201 747 6223

SECURED PARTY:

VENTURE LENDING & LEASING IX, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

ZANBATO, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:

Fax #:

Phone #:

SECURED PARTY:

VENTURE LENDING & LEASING IX, INC.

By: Maurice Werdegat

Name: Maurice Werdegat

Title: Chief Executive Officer

Address for Notices:

104 La Mesa Dr., Suite 102

Portola Valley, CA 94028

Attn: Chief Financial Officer

Fax # 650-234-4343

Phone # 650-234-4300

EXHIBIT A

Copyrights

None.




EXHIBIT B




Patents



Description	Registration/ Serial Number	Registration/ Application Date
ALTERNATIVE TRADING SYSTEM WITH FIRM ORDERS	16/231,722	December 24, 2018
ALTERNATIVE TRADING SYSTEM WITH FIRM ORDERS	PCT/US2018 067443	December 24, 2018

EXHIBIT C

Trademarks

Country	Title	Application Number Application Date	Registration Number Registration Date	Status
Australia (via WIPO)	TRUST IN PRIVATE MARKETS	A0088105 Jul-29-2019	1494710 Jul-29-2019	Pending
Australia (via WIPO)	ZANBATO	1090924 Aug-16-2011	1090924 Feb-27-2012	Registered
Australia (via WIPO)	ZANBATO	1496197 Jul-29-2019	1496197 Jul-29-2019	Pending
Australia (via WIPO)	ZX	A0088107 Jul-29-2019	1500527 Jul-29-2019	Pending
Australia (via WIPO)	ZX Design Mark 	A0088106 Jul-29-2019	1500439 Jul-29-2019	Pending
Canada (via WIPO)	TRUST IN PRIVATE MARKETS	A0088105 Jul-29-2019	1494710 Jul-29-2019	Pending
Canada (via WIPO)	ZANBATO	1994368 Jul-29-2019	1496197 Jul-29-2019	Pending
Canada (via WIPO)	ZX	1500527 Jul-29-2019	1500527 Jul-29-2019	Pending
Canada (via WIPO)	ZX Design Mark 	1500439 Jul-29-2019	1500439 Jul-29-2019	Pending
China (via WIPO)	TRUST IN PRIVATE MARKETS	A0088105 Jul-29-2019	1494710 Jul-29-2019	Abandoned by client
China (via WIPO)	ZANBATO	1090924 Aug-16-2011	1090924 Aug-16-2011	Registered
China (via WIPO)	ZANBATO	A0088108 Jul-29-2019	1496197 Jul-29-2019	Registered
China	ZANBATO TRUST IN PRIVATE MARKETS	Tbd Feb-24-2020		Pending
China (via WIPO)	ZX	A0088107 Jul-29-2019	1500527 Jul-29-2019	Pending
China (via WIPO)	ZX Design Mark 	A0088106 Jul-29-2019	1500439 Jul-29-2019	Pending
European Community (via WIPO)	TRUST IN PRIVATE MARKETS	A0088105 Jul-29-2019	1494710 Jul-29-2019	Pending

Country	Title	Application Number Application Date	Registration Number Registration Date	Status
European Community (via WIPO)	ZANBATO	1090924 Aug-16-2011	1090924 Aug-16-2011	Registered
European Community (via WIPO)	ZANBATO	A0088108 Jul-29-2019	1496197 Jul-29-2019	Pending
European Community (via WIPO)	ZX	A0088107 Jul-29-2019	1500527 Jul-29-2019	Pending
European Community (via WIPO)	ZX Design Mark 	A0088106 Jul-29-2019	1500439 Jul-29-2019	Pending
France (via WIPO)	ZANBATO	1090924 Aug-16-2011	1090924 Aug-16-2011	Registered
Germany (via WIPO)	ZANBATO	1090924 Aug-16-2011	1090924 Feb-28-2012	Registered
Madrid Protocol (TM)	TRUST IN PRIVATE MARKETS	A0088105 Jul-29-2019	1494710 Jul-29-2019	Registered
Madrid Protocol (TM)	ZANBATO	1090924 Aug-16-2011	1090924 Aug-16-2011	Registered
Madrid Protocol (TM)	ZANBATO	A0088108 Jul-29-2019	1496197 Jul-29-2019	Registered
Madrid Protocol (TM)	ZX	A0088107 Jul-29-2019	1500527 Jul-29-2019	Registered
Madrid Protocol (TM)	ZX Design Mark 	A0088106 Jul-29-2019	1500439 Jul-29-2019	Registered
Singapore (via WIPO)	TRUST IN PRIVATE MARKETS	A0088105 Jul-29-2019	1494710 Jul-29-2019	Pending
Singapore (via WIPO)	ZANBATO	1496197 Jul-29-2019	1496197 Jul-29-2019	Registered
Singapore (via WIPO)	ZANBATO	1090924 Aug-16-2011	1090924 Aug-16-2011	Pending
Singapore (via WIPO)	ZX	1500527 Jul-29-2019	1500527 Jul-29-2019	Pending
Singapore (via WIPO)	ZX Design Mark 	1500439 Jul-29-2019	1500439 Jul-29-2019	Pending
United Kingdom (via WIPO)	TRUST IN PRIVATE MARKETS	A0088105 Jul-29-2019	1494710 Jul-29-2019	Pending
United Kingdom (via WIPO)	ZANBATO	1090924 Aug-16-2011	1090924 Aug-16-2011	Registered

Country	Title	Application Number Application Date	Registration Number Registration Date	Status
United Kingdom (via WIPO)	ZANBATO	A0088108 Jul-29-2019	1496197 Jul-29-2019	Pending
United Kingdom (via WIPO)	ZX	A0088107 Jul-29-2019	1500527 Jul-29-2019	Registered
United Kingdom (via WIPO)	ZX Design Mark 	A0088106 Jul-29-2019	1500439 Jul-29-2019	Registered
United States of America	TRUST IN PRIVATE MARKETS	88297947 Feb-12-2019		Application allowed
United States of America	ZANBATO	88303940 Feb-15-2019	5839732 Aug-20-2019	Registered
United States of America	ZANBATO	88297893 Feb-12-2019	5,850,190 Sep-03-2019	Registered
United States of America	ZANBATO	85244286 Feb-16-2011	4079317 Jan-03-2012	Registered
United States of America	ZCHAT	88297943 Feb-12-2019	5935624 Dec-17-2019	Registered
United States of America	ZX	88297929 Feb-12-2019		Application allowed
United States of America	ZX	88297904 Feb-12-2019		Published
United States of America	ZX Design Mark 	88303970 Feb-15-2019	5912733 Nov-19-2019	Registered