

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585689

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Teleport, Inc.		11/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triplepoint Capital LLC		
<b>Street Address:</b>	2755 Sand Hill Road		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4778462	TELEPORT	
<b>Registration Number:</b>	4882302	TELEPORT	
<b>Registration Number:</b>	4909410	TELEPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	aalwine@mwe.com		
<b>Correspondent Name:</b>	Judy M. Mohr		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	275 Middlefield Road, Suite 100		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 94025		
<b>NAME OF SUBMITTER:</b>	Judy M. Mohr		
<b>SIGNATURE:</b>	/Judy M. Mohr/		
<b>DATE SIGNED:</b>	07/09/2020		
<b>Total Attachments: 9</b>			
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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of November 30, 2018 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and TELEPORT, INC. a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is TELEPORT, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and TELEPORT, INC.

The Parties have entered into that certain Guaranty and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**"), dated as of November 30, 2018, pursuant to which You have guaranteed the obligations of Your parent company, TOPIA LIMITED, a private limited company incorporated and registered under the laws of England and Wales with registered number 07185976 ("**Borrower**") under that certain Plain English Growth Capital Loan and Security Agreement between Lender and Borrower (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). Pursuant to the Guaranty, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights that are included in the "Collateral" described in the Guaranty.

In consideration for the mutual covenants and agreements contained in the Guaranty and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### I. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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**2. GUARANTY**

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This security interest is granted to secure the Secured Obligations, under the Guaranty. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Guaranty.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Guaranty, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will, upon our reasonable request, from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us in the Intellectual Property Collateral.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Guaranty and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity; provided, however, that We acknowledge and agree that our rights and remedies are subject to Our agreement with respect to Intellectual Property set forth in Section 8 of the Guaranty. Each of Our rights, powers and remedies provided for herein or in the Guaranty or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Guaranty or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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 Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: TELEPORT, INC.  
Signature: Bryne S. Kennedy  
Print Name: BRYNE S. KENNEDY  
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between TELEPORT, INC. as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

<b>Patent Name</b>	<b>Status and Date Issued</b>	<b>Patent Number</b>
N/A		

**PATENT APPLICATIONS**

<b>Name</b>	<b>Status &amp; Date Filed</b>	<b>Application Number</b>
N/A		

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between TELEPORT, INC. as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
See attached			



**Teleport Trademark Status Chart**

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Country	All Goods/Services One Line	Case Status
TELEPORT	86/262,198	4/24/2014	4,778,462	7/21/2015	United States of America	Class 09: Computer application software for mobile devices, namely software which enables consumers to evaluate and compare career and primary residence options; Computer application software for mobile devices featuring ratings, reviews, and recommendations on specific geographic locations for primary residence; Downloadable publications and multimedia publications in the nature of newsletters, journals, and brochures supplied on-line from websites or via wireless transmissions, all in the field of relocation consultation; Digitized maps recorded on computer media	Registered
TELEPORT	86/262,199	4/24/2014	4,882,302	1/5/2016	United States of America	Class 35: Providing a website featuring commercial and business information, namely, indices of select geographic locations that enables users to evaluate and compare occupational, lifestyle and residence options, for commercial purposes; providing a website featuring ratings, reviews, and recommendations on specific geographic locations for residence, for commercial purposes; providing migration advice and business relocation facilitation services; business and personnel relocation consulting services; providing information and advice in the field of employment opportunities and recruiting; online computer services, namely, providing a website that offers the exchange of information in the field of employment, careers, and job resources; computer services, namely, search engine optimization Class 45: Providing a website featuring information on lifestyles	Registered
TELEPORT	86/262,201	4/24/2014	4,909,410	3/1/2016	United States of America	Class 42: Computer services, namely, providing search engines for obtaining information on lifestyle, quality of life, employment opportunities, and financial indices of select geographic locations to enable consumers to evaluate and compare occupational, lifestyle and primary residence options; providing on-line non-downloadable computer database software featuring information in the fields of lifestyle, quality of life, employment opportunities, and financial indices of select geographic locations; providing on-line non-downloadable computer database software featuring advertising in the fields of relocation consultation, migration, moving services, employment opportunities and recruiting, job resources and consumer services	Registered

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Country	All Goods/Services One Line	Case Status
TELEPORT	012843371	5/5/2014	012843371	3/2/2015	European Union Intellectual Property Office	<p>Class 09: Computer application software for mobile devices, namely software which enables consumers to evaluate and compare career and primary residence options; computer application software for mobile devices featuring ratings, reviews, and recommendations on specific geographic locations for primary residence; downloadable publications and multimedia publications in the nature of newsletters, journals, and brochures supplied on-line from websites or via wireless transmissions, all in the field of relocation consultation; digitized maps recorded on computer media</p> <p>Class 35: Provision of consumer information and comparison services, namely providing a website, featuring lifestyle, quality of life, employment opportunities, and financial indices of select geographic locations to enable consumers to evaluate and compare occupational, lifestyle and primary residence options; provision of commercial business information and consumer information, namely providing a website featuring ratings, reviews, and recommendations on specific geographic locations for primary residence; providing commercial business information and consumer advice services related to migration and information and advice services related to relocation facilitation services; business and personal relocation consulting services; providing information and advice in the field of employment opportunities and recruiting; online computer services, namely, providing a website that offers the exchange of information in the field of employment, careers, personal issues related to careers and work life, and job resources; providing an on-line searchable database featuring classified ad listings and employment opportunities; namely search engine optimization</p> <p>Class 42: Computer services, namely, providing search engines for obtaining information on lifestyle, quality of life, employment opportunities, and financial indices of select geographic locations to enable consumers to evaluate and compare occupational, lifestyle and primary residence options; providing on-line non-downloadable computer database software featuring information in the fields of lifestyle, quality of life, employment opportunities, and financial indices of select geographic locations; providing on-line non-downloadable computer database software featuring advertising in the fields of relocation consultation, migration, moving services, employment opportunities and recruiting, job resources and consumer services</p>	Registered

**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between TELEPORT, INC. as You (Grantor)  
And TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
N/A			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
N/A		