

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587756

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900543937

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OpenSky Project, Inc.		12/30/2019	Corporation: DELAWARE
Vendio Services, LLC		12/30/2019	Limited Liability Company: DELAWARE
Auctiva, LLC		12/30/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Alibaba.com U.S. Investment Holding LLC c/o Alibaba Group Services Limited
Street Address:	26th Floor, Tower One
Internal Address:	Times Square, 1 Matheson Street
City:	Causeway Bay, Hong Kong S.A.R.
State/Country:	HONG KONG
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3906575	OPENSKY
Registration Number:	4692140	DOT & BO
Registration Number:	4703169	DOT & BO
Registration Number:	4779836	
Registration Number:	4775017	STORENVY
Registration Number:	4200924	SINGLEFEED
Registration Number:	3077333	VENDIO
Registration Number:	3634842	AUCTIVA
Serial Number:	88205029	MORECOMMERCE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4159848700

Email: lagueda@omm.com
Correspondent Name: Lisa Agueda/Mariam Kamran
Address Line 1: 2 Embarcadero Center Fl 28
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Lisa Agueda, Attorney O'Melveny & Myers

SIGNATURE: /Lisa Agueda/

DATE SIGNED: 07/21/2020

Total Attachments: 12

source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page1.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page2.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page3.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page4.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page5.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page6.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page7.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page8.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page9.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page10.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page11.tif
source=Project Bowtie -IP_Security_Agreement_(Alibaba-OSP_2019)(EXECUTION VERSION)#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT, dated as of December 30th, 2019, is entered into by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), and Alibaba.com U.S. Investment Holding LLC, as Secured Party.

WITNESSETH:

WHEREAS, pursuant to that certain Promissory Note, dated as of December 30th, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), between MoreCommerce, Inc. (the "Stockholder") and Secured Party, Secured Party has agreed to extend credit to the Stockholder for the purpose of deferring the payment of certain consideration to be paid by Stockholder to Secured Party under that certain Stock Purchase Agreement, dated December 30th, 2019, by and between Secured Party, Michael Schnapf and Stockholder (the "Purchase Agreement"), upon the terms and subject to the conditions set forth therein;

WHEREAS, each undersigned Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of December 30th, 2019, by and among Stockholder, OSP, the other Subsidiaries of OSP from time to time party thereto as grantors, and Alibaba.com U.S. Investment Holding LLC, as Secured Party (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note) of the Stockholder; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to consummate the transactions contemplated by the Purchase Agreement (including the entry into the Note), and subject to the terms and conditions therein, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Note.

Section 2. Grant of Security Interest in IP Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor in accordance with and subject to the Note, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following, solely to the extent any of the following is included in the Owned Intellectual Property included in the Collateral of such Grantor (the "IP Collateral"):

- (a) all of its Copyrights, including, without limitation, those Copyright registrations and applications for registration referred to on Schedule 1 hereto;
- (b) all renewals, reversions and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

and

(d) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(e) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(f) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

and

(g) all of its Trademarks, including, without limitation, those Trademark registrations and applications for registration referred to on Schedule 1 hereto;

(h) all renewals and extensions of the foregoing;

(i) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(j) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Covenant with Respect to IP Collateral. Each Grantor hereby covenants and agrees that it shall (a) within sixty (60) days following the date hereof or such later date as Secured Party may approve, make or cause to be made all filings with the Applicable IP Office necessary or advisable to update the ownership records with respect to all of the IP Collateral set forth on Schedule 1 hereto and (b) within ninety (90) days following the date hereof or such later date as Secured Party may approve, execute and deliver to Secured Party all appropriate instruments and other documents for filing with the Applicable IP Office necessary or, in the reasonable opinion of Secured Party, advisable to reflect Secured Party's security interest in such IP Collateral, with each such instrument or document in form and substance reasonably acceptable to Secured Party, with Secured Party and Grantors each paying 50% of the costs and expenses related to such filings in (a) and (b); provided, that Secured Party's costs and expenses paid under this Section 3 shall reduce the principal balance of the Note and not be paid out of pocket.

Section 4. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted as part of the security interest granted to Secured Party

pursuant to the Guaranty and Security Agreement and Note, and each Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party and each Grantor with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in, and subject to, the Guaranty and Security Agreement and Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, except as otherwise set forth in the Note during an Event of Default, anything herein to the contrary notwithstanding, as between Secured Party and each Grantor, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its IP Collateral subject to a security interest hereunder.

Section 6. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 7. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

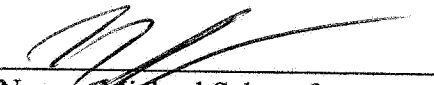
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MORECOMMERCE, INC., as Grantor

By: 
Name: Michael Schnapf
Title: Chief Executive Officer

OSP HOLDINGS, INC.
as Grantor

By: 
Name: Michael Schnapf
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006998 FRAME: 0633

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OPENSKY PROJECT, INC.

as Grantor

By: 

Name: Michael Schnapf

Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

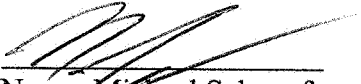
TRADEMARK
REEL: 006998 FRAME: 0634

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

11 MAIN, LLC
AUCTIVA, LLC
VENDIO SERVICES, LLC
each as a Grantor

By: OSP Holdings, Inc., as sole member

By: 
Name: Michael Schnapf
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006998 FRAME: 0635

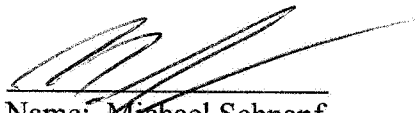
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VENDIO VENTURES, LLC
AUCTIVA INSURANCE SERVICES, LLC
each as a Grantor

By: Vendio Services, LLC, as managing
member

By: OSP Holdings, Inc., as sole
member

By: 
Name: Michael Schnapf
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006998 FRAME: 0636

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

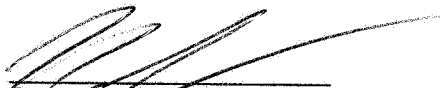
Very truly yours,

SOCIALFLAVOR, LLC
as Grantor

By: Vendio Ventures, LLC, as managing member

By: Vendio Services, LLC, as managing member

By: OSP Holdings, Inc., as sole member

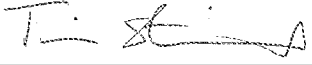
By: 
Name: Michael Schnapf
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006998 FRAME: 0637

ACCEPTED AND AGREED
as of the date first above written:

ALIBABA.COM U.S. INVESTMENT HOLDING LLC, as Secured Party

By: 
Name: Timothy Alexander Steinert
Title: Authorized Person

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006998 FRAME: 0638

SCHEDULE I
TO
IP SECURITY AGREEMENT

Copyright, Patent and Trademark Registrations

A. COPYRIGHTS

i. REGISTERED COPYRIGHTS

N/A

ii. COPYRIGHT APPLICATIONS

N/A

B. PATENTS

i. REGISTERED PATENTS



N/A

ii. PATENT APPLICATIONS

N/A

C. TRADEMARKS

i. REGISTERED TRADEMARKS

Trademark	Owner	Serial/ Registration No.	Filing/ Registration Date	Jurisdiction	Status
OPENSKY	The OpenSky Project, Inc.	3906575	1/18/2011	U.S.	Registered
DOT & BO	Dot & Bo Inc.	4692140	2/24/2015	U.S.	Registered
DOT & BO	Dot & Bo Inc.	4703169	3/17/2015	U.S.	Registered
	Storenvy, Inc.	4779836	7/28/2015	U.S.	Registered
STORENVY	Storenvy, Inc.	4775017	7/21/2015	U.S.	Registered
STORENVY	Storenvy, Inc.	1627963	1/7/2014	Australia	Registered
	Storenvy, Inc.	1632069	1/7/2014	Australia	Registered

STORENVY	Storenvy, Inc.	1205259	1/7/2014	China	Registered
	Storenvy, Inc.	1207592	1/7/2014	China	Registered
STORENVY	Storenvy, Inc.	1205259	1/7/2014	EU (CTM)	Registered
	Storenvy, Inc.	1207592	1/7/2014	EU (CTM)	Registered
	Storenvy, Inc.	1207592	1/7/2014	WIPO	Registered
SINGLEFEED	Vendio Services, Inc.	4200924	9/4/2012	U.S.	Registered
VENDIO	Vendio Services, Inc.	3077333	4/4/2006	U.S.	Registered
SINGLEFEED	Vendio Services, Inc.	TMA848068	4/9/2013	Canada	Registered
VENDIO	Vendio Services, Inc.	TMA841963	1/31/2013	Canada	Registered
SINGLEFEED	Vendio Services, Inc.	10366805	10/25/2011	EU	Registered
VENDIO	Vendio Services, Inc.	244808	5/6/2008	Austria	Registered
VENDIO	Vendio Services, Inc.	3550438	8/18/2003	France	Registered
VENDIO	Vendio Services, Inc.	2474459	6/6/2008	UK	Registered
VENDIO	Vendio Services, Inc.	M2813915	1/28/2009	Spain	Registered
VENDIO	Vendio Services, Inc.	M2803353	12/5/2008	Spain	Registered
VENDIO	Vendio Services, Inc.	DE30775794	12/22/2010	Germany	Registered
VENDIO	Vendio Services, Inc.	241033	8/18/2003	Ireland	Registered
VENDIO	Vendio Services, Inc.	1549559	8/18/2003	Italy	Registered

AUCTIVA	Auctiva Corporation	3634842	8/14/2014	U.S.	Registered
---------	---------------------	---------	-----------	------	------------

ii. TRADEMARK APPLICATIONS

Trademark	Owner	Serial/ Registrati on No.	Applica- tion Date	Jurisdicti on	Status
MORECOMMERCE	MORECOMMERCE, Inc.	88205029	11/26/18	USPTO	Pending