

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
90 SECONDS PTE. LTD		08/10/2020	Limited Company: SINGAPORE
90 SECONDS LIMITED		08/10/2020	Limited Liability Company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH VI, L.P.		
Street Address:	1751 Tiburon Blvd.		
City:	Tiburon		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88719437	CONTINUOUS CREATION	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	08/13/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of 10 August, 2020 by and between 90 SECONDS PTE. LTD, a limited company formed under the laws of Singapore (company registration number 201542780K) (“Parent”), 90 SECONDS LIMITED, a limited liability company formed under the laws of New Zealand (company number 5410425) (“Subsidiary”), and PARTNERS FOR GROWTH VI, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Parent and its subsidiaries under that certain Facility Letter of Offer entered into by Lender, Parent and the other parties named therein dated on or around the date hereof and as amended from time to time (the “Letter of Offer”), the PFG Standard Terms, the PFG Specific Facility Terms – Term Loan Note Facility, and each of the other documents, instruments and agreements entered into in connection therewith (collectively, the “Loan Documents”). In connection therewith, Parent and Subsidiary (each referred to herein as “Grantor”) desire to grant to Lender a security interest in all of Grantor’s right title, and interest in, to and under all of the intellectual property of each Grantor.

AGREEMENT

NOW, THEREFORE, Grantors agrees as follows:

1. To secure the obligations owing to Lender under the Loan Documents, each Grantor hereby grants to Lender a security interest in all of such Grantor’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the “Intellectual Property”). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Documents. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

2. Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Grantor hereby authorizes Lender to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which any Grantor obtains subsequent to the date of this Agreement, and (ii) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. Grantors shall (i) protect, defend and maintain the validity and enforceability of its Intellectual Property material to its business; (ii) give Lender prompt written notice of any applications or registrations of Intellectual Property rights filed with the United States Patent and Trademark Office or any comparable governmental authority or agency, including the title of such Intellectual Property being applied for or registered, the date of such filing and the registration or application numbers, as applicable, and (iii) promptly advise Lender in writing of material infringements of its Intellectual Property.

4. Grantors shall not (i) assign, create or permit to exist any claim to, lien or encumbrance upon, or security interest in any of the Intellectual Property, (ii) convey, sell, lease, transfer or otherwise dispose of all or any part of the Intellectual Property, except as may be permitted under the Loan Documents, and (iii) allow any Intellectual Property material to Grantors’ business to be abandoned, forfeited or dedicated to the public.

5. Any material misrepresentation or material misstatement that exists now or hereafter in any warranty or representation set forth herein, or any breach of any provision of this Agreement by a Grantor or the failure by a

Grantor to observe or perform any of the provisions of this Agreement shall constitute an Event of Default under the Loan Documents.

6. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each Grantor and Lender hereby submit to the non-exclusive jurisdiction of the state and federal courts located in the County of San Francisco, State of California. GRANTORS AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. If this jury waiver is unenforceable, the parties will resolve all disputes by judicial reference pursuant to California Code of Civil Procedure Section 638 et seq. before a referee sitting without a jury, such referee to be mutually acceptable or, if none, then a referee sitting without a jury selected by the Presiding Judge of the California Superior Court for San Francisco County.

7. This Agreement may not be amended or modified except by a written instrument signed by Lender and Grantors. Grantors shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Lender and any attempted assignment or transfer without such consent shall be null and void.

8. 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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[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.

Address of Grantors:

c/o Walsh & Walsh
The Pegasus Centre
Suite 10
42-46 Bundall Road
BUNDALL QLD 4217
Australia
Attn: _____
Email: _____

GRANTORS:

90 SECONDS PTE. LTD

By: _____
Name: _____
Title: _____

90 SECONDS LIMITED

By: _____
Name: _____
Title: _____

Address of Lender:

1751 Tiburon Blvd.
Tiburon, CA 94920
Attn: Karthi Sepulohniam

LENDER:

PARTNERS FOR GROWTH VI, L.P.

By: Partners for Growth VI, LLC
its General Partner

By: _____
Name: Andrew Kehn
Title: Manager

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.

Address of Grantor:

c/o Walsh & Walsh
The Pegasus Centre
Suite 10
42-46 Bundall Road
BUNDALL, QLD 4217
Australia
Attn: Murray Walsh
Email: murray@walshaccountants.com

GRANTORS:

90 SECONDS PTE LTD

By: 

Name: Tim Norton

Title: Founder & CEO

90 SECONDS LIMITED

By: 

Name: Tim Norton

Title: Founder & CEO

Address of Lender:

1751 Tiburon Blvd.
Tiburon, CA 94920
Attn: Karthi Sepulohniam

LENDER:

PARTNERS FOR GROWTH VI, L.P.

By: Partners for Growth VI, LLC
its General Partner

By: _____

Name: _____

Title: _____

EXHIBIT B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

