

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592039

<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>
STEP MOBILE, INC.		08/11/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard, suite 100		
<b>Internal Address:</b>	Attn: Mike Lederman		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88978211	THE BANK THAT REWARDS YOU	
<b>Serial Number:</b>	88262638	THE BANK THAT REWARDS YOU	
<b>Serial Number:</b>	88978075		
<b>Serial Number:</b>	88262599		
<b>Serial Number:</b>	88037350	STEP SCORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102843894		
<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>Phone:</b>	4242393744		
<b>Email:</b>	susan.yates@btlaw.com		
<b>Correspondent Name:</b>	Susan Yates		
<b>Address Line 1:</b>	2029 Century Park E Ste 300		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Susan Yates		
<b>SIGNATURE:</b>	/Susan Yates/		
<b>DATE SIGNED:</b>	08/14/2020		
<b>Total Attachments: 7</b>			

OP \$140.00 88978211

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 11, 2020 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and STEP MOBILE, INC., a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of August 11, 2020 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (other than any 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)(collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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;

(h) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, 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

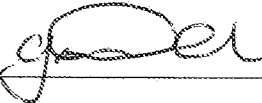
provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

*[Signatures on following page]*

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

**GRANTOR:**

STEP MOBILE, INC., a Delaware corporation

By:   
Name: CJ MACDONALD  
Title: CEO

Address for Notices:

Attn: CJ MacDonald  
120 Hawthorne Ave  
Palo Alto, CA California, 94301  
Tel: (203) 913-9229  
Email: cj@step.com

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

Attn: Mike Lederman  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

**GRANTOR:**

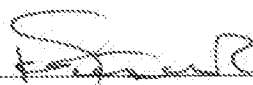
STEP MOBILE, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:  
Attn: CJ MacDonald  
120 Hawthorne Ave  
Palo Alto, CA California, 94301  
Tel: (203) 913-9229  
Email: cj@step.com

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By:  \_\_\_\_\_  
Name: MIKE LEDERMAN  
Title: DRM. DIRECTOR BANKING OFB.

Address for Notices:  
Attn: Mike Lederman  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

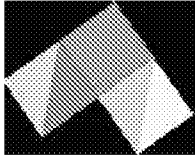
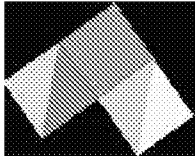
**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
THE BANK THAT REWARDS YOU	88978211			01/15/2019
THE BANK THAT REWARDS YOU	88262638			01/15/2019
	88978075			01/15/2019
	88262599			01/15/2019
STEP SCORE	88037350			07/13/2018



**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>