

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596369

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900564775		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trov, Inc.		08/18/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Danville SPV, LLP		
Street Address:	3rd Floor, 25 Soho Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1D 3QR		
Entity Type:	Limited Liability Partnership: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4884473	TROV	
Registration Number:	5691963	TROV	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472169		
Email:	qluflood@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati, P.C.		
Address Line 1:	One Market Plaza, Spear Tower, Suite 330		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	50758.015		
NAME OF SUBMITTER:	Qui Lu Flood		
SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	09/08/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of August 18, 2020, is executed by Trov, Inc., a Delaware corporation (the "*Grantor*"), in favor of Danville SPV, LLP, a company formed under the laws of England and Wales, as agent ("*Agent*") on behalf of the lenders from time to time party thereto.

limited liability partnership of 2/18/20
Recitals

A. Reference is made to that certain Loan and Security Agreement, dated as of August 18, 2020 (as amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "Security Agreement"; terms used herein but not defined herein shall have their respective meanings given in the Security Agreement), by and among the Grantor, the Lenders and Agent;

B. Grantor owns the patent, and/or applications for patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents");

C. Grantor owns the trademarks, which are registered or subject to an application for registration in the United States Patent and Trademark Office, described on Schedule B annexed hereto as part hereof (collectively, the "Trademarks");

D. Grantor owns the applications for copyrights and copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the "Copyrights");

E. Schedule A, Schedule B and Schedule C hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents, Trademarks and Copyrights in or to which Grantor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Grantor shall provide written notice to Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, Schedule B, and/or Schedule C in order to maintain such schedules' completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Agent a security interest in the Collateral (as defined below) to secure the prompt payment, performance and observance of the Obligations.

1. Grantor hereby grants to Agent a security interest to secure the prompt payment, performance and observance of the Obligations in all right, title and interest of Grantor in and to the following property (collectively, the "Collateral");

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations

thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof; and

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights.

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

3. The parties hereto acknowledge and agree that this Agreement and the security interest hereunder shall terminate upon the payment in full of all Obligations (other than (i) inchoate indemnity obligations and (ii) Obligations under the Warrants).

Agent's address is: Danville SPV, LLP
3rd Floor, 25 Soho Square,
London, W1D 3QR, UK
FAO Naoshir Vachha

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IN WITNESS WHEREOF, Grantor have caused this Agreement to be executed as of the day and year first above written.

TROY, INC.

By:  _____

Name: Scott Walchek

Title: Chief Executive Officer

Signature Page to IP Security Agreement

TRADEMARK
REEL: 007028 FRAME: 0942

SCHEDULE A

PATENTS

Title	Application No.	Filing Date	Patent No.	Issue Date
None				

SCHEDULE B

TRADEMARKS

Trademark	Registration #	Date Issued
TRŌV	4884473	1/12/16 (Class 9)
TRŌV	5691963	3/5/19 (Class 35, 36, 42)

SCHEDULE C

COPYRIGHTS

Title	Application No.	Registration No.	Registration Date
None			