

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Go Jane Go, LLC		08/13/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	West Virginia Jobs Investment Trust Board		
Street Address:	1012 Kanawha Boulevard, East, 5th Floor		
City:	Charleston		
State/Country:	WEST VIRGINIA		
Postal Code:	25301		
Entity Type:	Corporation: WEST VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87795808	GO JANE GO	
CORRESPONDENCE DATA			
Fax Number:	3043403801		
<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:	3043403861		
Email:	ebenedetto@spilmanlaw.com		
Correspondent Name:	Elizabeth Benedetto		
Address Line 1:	300 Kanawha Boulevard, East		
Address Line 4:	Charleston, WEST VIRGINIA 25301		
NAME OF SUBMITTER:	Elizabeth A. Benedetto		
SIGNATURE:	/s/ Elizabeth A. Benedetto		
DATE SIGNED:	09/15/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “Agreement”) made and entered into as of the 13th day of August, 2019, by and between **GO JANE GO LLC**, a Pennsylvania limited liability company (the “Debtor”), having an office and place of business at 238 High Street, Suite 101, Morgantown, West Virginia 26505, and **WEST VIRGINIA JOBS INVESTMENT TRUST BOARD**, a West Virginia public body corporate (the “Secured Party”), having an office and place of business at Fifth Floor, 1012 Kanawha Boulevard, East, Charleston, West Virginia 25301.

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of an Investment Agreement (together with all modifications, amendments, supplements and changes thereto, the “Investment Agreement”), dated as of the date hereof, by and between the Debtor, the Secured Party and Ellen M. Saksen and Kate McDevitt Nichols, as Founders, the Secured Party has agreed to make an investment in the Debtor of up to Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), to be disbursed in up to two advances in accordance with the terms of the Investment Agreement, and to be evidenced by a secured convertible debenture made by the Debtor and payable to the Secured Party; and

WHEREAS, the Debtor has agreed to secure the performance of the Debtor’s loan repayment and other obligations to the Secured Party, as provided herein; and

WHEREAS, the Debtor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the “Security Agreement”) with the Secured Party, pursuant to which the Debtor has granted to the Secured Party a security interest in all of the personal property of the Debtor, including all right, title and interest of the Debtor in, to and under all now owned and hereafter acquired intangible intellectual property, and all proceeds thereof, to secure the payment of the loan and other obligations to the Secured Party;

NOW THEREFORE, in consideration of the premises, said loan and the provisions and agreements herein contained, the parties hereto agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. **Grant of Security Interest.** As security for the timely payment and performance of the Obligations and the performance of the obligations under the Debenture, the Security Agreement and this Agreement, the Debtor does hereby sell, assign, transfer and set over unto the Secured Party and grant to the Secured Party a security interest in all right, title or interest in or to any and all of the following assets and property now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”):

(a) all patents and patent applications including, without limitation, those set forth in Schedule I hereto, and all letters patent of the United States, and all provisionals, reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “Patents”);

(b) all trademark registrations and applications including, without limitation, those set forth in Schedule II hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications and all domain names;

(c) all copyright registrations, applications and copyright registrations and applications exclusively licensed to the Debtor including, without limitation, those set forth in Schedule III hereto, and all extensions and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Security Agreement.** This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interests herein with the U.S. Patent and Trademark Office. The security interests granted to the Secured Party herein are in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party generally and with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. **Recordation.** The Debtor authorizes the Secured Party or its agents to file this Agreement, together with any other necessary cover sheets or other documents, including a Trademark Recordation Form, with the Director of the U.S. Patent and Trademark Office, and

further authorizes and requests that the Director of the U.S. Patent and Trademark Office record this Agreement.

5. **Governing Law; Severability.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia without regard to principles of conflicts of laws.

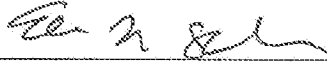
6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

7. **Termination of Security Interest.** Upon the payment in full of all the Obligations, including by conversion of the Debenture, the security interests granted herein shall terminate and all rights to the Intellectual Property Collateral shall revert to the Debtor. Upon such termination, the Secured Party shall file any releases necessary to effect such termination and the Secured Party will execute and deliver to the Debtor any other additional documents, instruments or releases, and take such other actions as the Debtor shall reasonably request to evidence such termination.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

WITNESS the due execution and sealing hereof with the intent to be legally bound, as of the date and year first above written.

GO JANE GO LLC,
a Pennsylvania limited liability company



By: Ellen M. Saksen
Its: Chief Executive Officer

**WEST VIRGINIA JOBS INVESTMENT
TRUST BOARD**

By: C. Andrew Zulauf
Its: Executive Director

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Signature Page – Intellectual Property Security Agreement

TRADEMARK
REEL: 007051 FRAME: 0672

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GO JANE GO LLC,
a Pennsylvania limited liability company

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By: Ellen M. Saksen
Its: Chief Executive Officer

**WEST VIRGINIA JOBS INVESTMENT
TRUST BOARD**

C. Andrew Zulauf
.....
By: C. Andrew Zulauf
Its: Executive Director

11540985
(005659.0097)

SCHEDULE I

PATENTS

None.

SCHEDULE II

TRADEMARKS

Trademarks:

U.S. Application Serial #: 87795808

Domain Names:

gojanegotravels.com
gojanego.co
gojanego.net
getgojanego.com
wearejane.com
wegojane.com
wegojanego.com
amelia-app.com
ameliacollective.com
journeyonjane.com

SCHEDULE III

COPYRIGHTS

None.