

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DailyPay, Inc.		09/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trinity Capital Inc.		
Street Address:	3075 W. Ray Road, Suite 525		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5694980	DAILYPAY	
Registration Number:	5694981	DAILYPAY	
Serial Number:	88912356	PAYEX	
Serial Number:	88912370	PAYEX	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058488-0054		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/01/2020		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of September 30, 2020, is made by DAILYPAY, INC., a Delaware corporation, (the “Grantor”), in favor of TRINITY CAPITAL INC., a Maryland corporation (“Lender”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademark 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, but only to the extent and solely during such period that granting a security interest in the "intent-to-use" trademarks would be contrary to applicable law or may interfere with Grantor's rights to obtain and maintain such trademarks. After such period, Grantor acknowledges that such interest in such trademark application or trademark shall be subject to a security interest in favor of Lender and shall be included in the Intellectual Property Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

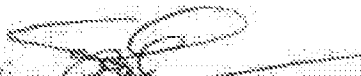
6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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.

GRANTOR:

DAILYPAY, INC.,
a Delaware corporation

By: 

Name: Scot Parnell
Title: Chief Financial Officer

{Signature Page in Intellectual Property Security Agreement (Trinity DailyPay)}

TRADEMARK

REEL: 007066 FRAME: 0598

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

DocuSigned by:

Susan Echard

By:

Name: Susan Echard

Title: Chief Financial Officer

EXHIBIT A
COPYRIGHTS

None.



EXHIBIT B



PATENTS


Application No. / Patent No.	Title	Filing Date / Registration Date	Status
US 16/265,697	Method and Apparatus for Constructing Machine Learning Models to Process User Data and Provide Advance Access to Payments	2/1/2019	Pending
9,436,961	System and method for selling a product through an adaptable purchase interface	September 16, 2016	Active
9,311,669	System and method for selling a product through an adaptable purchase interface	April 12, 2016	Filed Petition to Revive



EXHIBIT C

TRADEMARKS

Mark	Country	Application / Registration No.	Goods / Services	History and Status
DAILYPAY and Design 	United States	Application No. 87857619 Registration No. 5694980	Class 09: downloadable computer software and mobile application software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses; downloadable computer software and mobile application software to enable, manage, and monitor funding of advances on accrued payment balances First Use: Oct-31-2015 / First Use in Commerce: Oct-31-2015 Class 42: application service provider featuring application programming interface software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses First Use: Oct-31-2015 / First Use in Commerce: Oct-31-2015	Filed Mar-30- 2018 Registered Mar-12- 2019
DAILYPAY and Design 	United States	Application No. 87857629 Registration No. 5694981	Class 36: providing electronic processing of requests and execution of funds transfers via a global computer network; factoring services, namely advancing funds against future receivables First Use: Oct-31-2015 / First Use in Commerce: Oct-31-2015 Class 38: Providing access to an online platform for advancing funds upon request by account holders with accrued payable balances First Use: Oct-31-2015 / First Use in Commerce: Oct-31-2015	Filed Mar-30- 2018 Registered Mar-12- 2019
PAYEX	United States	Application No. 88912356	Class 36; providing electronic processing of requests and execution of employee wage transfers via a global computer network; financial services, namely providing access to employee earnings	Filed May-12- 2020

			First Use: Mar-2020 / First Use in Commerce: Mar-2020	
PAYEX	United States	Application No. 88912370	Class 38: providing employers and employees access to an online platform for accessing employee earnings First Use: Mar-2020 / First Use in Commerce: Mar-2020	Filed May-12-2020
DAILYPAY and Design 	Australia (via Madrid Protocol)	Application No. 1498727	Class 09: downloadable computer software and mobile application software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses; downloadable computer software and mobile application software to enable, manage, and monitor funding of advances on accrued payment balances Class 36: providing electronic processing of requests and execution of funds transfers via a global computer network; factoring services, namely advancing funds against future receivables Class 38: Providing access to an online platform for advancing funds upon request by account holders with accrued payable balances Class 42: application service provider featuring application programming interface software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses	Filed Jul-19-2019
DAILYPAY and Design 	Canada	Application No. 1928171	Class 09: Downloadable computer software and mobile application software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses; downloadable computer software and mobile application software to enable, manage, and monitor funding of advances on accrued payment balances	Filed Oct-31-2018

			<p>Class 36: Providing electronic processing of requests and execution of funds transfers via a global computer network; factoring services, namely advancing funds against future receivables</p> <p>Class 38: Providing access to an online platform for advancing funds upon request by account holders with accrued payable balances</p> <p>Class 42: Application service provider featuring application programming interface and file transfer protocol software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses</p>	
<p>DAILYPAY and Design</p> 	<p>European Union (via Madrid Protocol)</p>	<p>Application No. 001498727</p>	<p>Class 09: downloadable computer software and mobile application software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses; downloadable computer software and mobile application software to enable, manage, and monitor funding of advances on accrued payment balances</p> <p>Class 36: providing electronic processing of requests and execution of funds transfers via a global computer network; factoring services, namely advancing funds against future receivables</p> <p>Class 38: Providing access to an online platform for advancing funds upon request by account holders with accrued payable balances</p> <p>Class 42: application service provider featuring application programming interface software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and</p>	<p>Filed Jul-19-2019</p>

			financial metrics for businesses	
DAILYPAY and Design 	Madrid Protocol Designated Jurisdictions: Australia, European Union, United Kingdom	Application No. A0087830 Registration No. 1498727	Class 09: downloadable computer software and mobile application software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses; downloadable computer software and mobile application software to enable, manage, and monitor funding of advances on accrued payment balances Class 36: providing electronic processing of requests and execution of funds transfers via a global computer network; factoring services, namely advancing funds against future receivables Class 38: Providing access to an online platform for advancing funds upon request by account holders with accrued payable balances Class 42: application service provider featuring application programming interface software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses	Filed Jul-19-2019 Registered Nov-21-2019
DAILYPAY and Design 	United Kingdom (via Madrid Protocol)	Application No. 1498727	Class 09: downloadable computer software and mobile application software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses; downloadable computer software and mobile application software to enable, manage, and monitor funding of advances on accrued payment balances Class 36: providing electronic processing of requests and execution of funds transfers via a global computer network; factoring services, namely advancing funds against future receivables	Filed Jul-19-2019

			<p>Class 38: Providing access to an online platform for advancing funds upon request by account holders with accrued payable balances</p> <p>Class 42: application service provider featuring application programming interface software for use in collecting, managing, monitoring, analyzing, reporting, and storing data on performance, activity, hours, and financial metrics for businesses</p>	
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EXHIBIT D
MASK WORKS

None.