

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POSTMATES INC.		10/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS AGENT		
Street Address:	400 HAMILTON AVE., STE. 310		
Internal Address:	ATTN: CHIEF LEGAL OFFICER		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5822106		
Registration Number:	6002799		
Registration Number:	4548033	POSTMATES	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	305866-1040		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	10/09/2020		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of October 9, 2020, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and POSTMATES INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (each, a "Lender", and collectively, "Lenders"), Agent, Grantor and any other parties thereto, from time to time, dated as of August 30, 2018 (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement"). Agent, Lenders and Grantor propose to enter into that certain Fourth Amendment to Loan and Security Agreement dated as of even date hereof where by, among other things, Grantor shall grant to Agent a security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto). Notwithstanding anything herein to the contrary, Intellectual Property shall not include (a) any "intent-to-use" trademarks, and/or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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 with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

201 3rd Street, Suite 200
San Francisco, CA 94103
Attention: Legal Department

GRANTOR:

POSTMATES INC.

By: Robert Rieders

Name: Robert Rieders

Title: Secretary and General Counsel

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer

AGENT:

HERCULES CAPITAL, INC.

By: Zhuo Huang

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS



NONE.

EXHIBIT B

PATENTS

Description	Patent or (Application Number)	Issue or (Application Date)
Menu Personalization	(16/201,762)	(11/27/18)
Light Projection System	(16/203,051)	(11/28/18)
Item Curation with Ingredient-based Lens	(PCT/US2019/039972)	(06/28/19)
Safe Traversable Area Estimation in Unstructured Free-Space Using Deep Convolutional Neural Network	(PCT/US2019/043408)	(07/25/19)
Delivery Robot	(PCT/US2019/065278)	(12/09/19)
Set of Icons for a Delivery Robot Communications	(29/671,792)	(11/29/18)
Hailing Self Driving Personal Mobility Devices	(PCT/US2019/054867)	(10/04/18)
Detecting Delivery Status Based on Geo-Fencing	(16/443,865)	(06/17/19)
Reassigned Delivery Protocol	(16/443,864)	(06/17/19)
Extending Arrival Estimates Using Continuous Data Streams	(16/443,870)	(06/18/19)
Remote Physiological Data Sensing Robot	(PCT/US2020/042351)	(07/16/20)
Delivery Robot Including Toy Delivery Robot, Replica Delivery Robot And Scale Delivery Robot	D883,354	05/05/20
Led Panel For A Delivery Robot	D882,661	04/28/20
Combined Lid And Display Screen Portion For A Delivery Robot	D882,660	04/28/20

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration or Serial Number</u>	<u>Registration or Application Date</u>
Bike with Stars Logo 	5822106	07/30/19
Bike with Stars Logo 	6002799	03/03/20
POSTMATES	4548033	06/10/14