

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604002

<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>
MIXPANEL, INC.		09/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL INC., AS AGENT		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5483918	MIXPANEL	
<b>Registration Number:</b>	5668541	MIXPANEL	
<b>Registration Number:</b>	4678241	MIXPANEL	
<b>Registration Number:</b>	4690765	MIXPANEL	
<b>Serial Number:</b>	88356826	KNOW WHY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	10/20/2020		
<b>Total Attachments: 6</b>			
source=Mixpanel - IP Security Agreement#page1.tif			

OP \$140.00 5483918

source=Mixpanel - IP Security Agreement#page2.tif  
source=Mixpanel - IP Security Agreement#page3.tif  
source=Mixpanel - IP Security Agreement#page4.tif  
source=Mixpanel - IP Security Agreement#page5.tif  
source=Mixpanel - IP Security Agreement#page6.tif

## 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 September 30, 2020, by and between HERCULES CAPITAL, INC., a Maryland corporation, as agent ("Agent"), MIXPANEL, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Pursuant to the terms set forth in that certain Loan and Security Agreement dated as of the date hereof and as amended, modified, supplemented or otherwise modified from time to time, by and among the several entities from time to time parties as lenders thereto (collectively, referred to as "Lender"), Agent, Grantor, and any other parties thereto from time to time (the "Loan Agreement"), Lender has 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 the Loan Agreement. All capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement.

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 now or hereafter existing, created, owned, acquired or held (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the Intellectual Property.

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, and 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 have 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.

5. 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.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Address of Grantor:

1 Front Street, Floor 28  
San Francisco, CA 94111  
Attn: James Albee, VP of Legal

GRANTOR:

MIXPANEL, INC.

By: Justin Law

Name: Justin Law

Title: VP, FINANCE

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

Address of Agent:

Legal Department  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
--------------	----------------------------	--------------------------

---

**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<b>Title</b>	<b>Serial Number / Patent Number</b>	<b>Application Date / Issue Date</b>
--------------	--	--

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
KNOW WHY	88356826		March 26, 2019
MIXPANEL	87434821	5483918	June 5, 2018
MIXPANEL	87735355	5668541	February 5, 2019
MIXPANEL	86298144	4678241	January 27, 2015
MIXPANEL	86135091	4690765	February 24, 2015