

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609381

<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>
GLYMPSE, INC.		11/17/2020	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3648664	GLYMPSE	
<b>Registration Number:</b>	4380085	GLYMPSE	
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1290788 TM		
<b>NAME OF SUBMITTER:</b>	D'Arcy Conrique		
<b>SIGNATURE:</b>	/D'Arcy Conrique/		
<b>DATE SIGNED:</b>	11/18/2020		
<b>Total Attachments: 7</b>			
source=Bridge Bank - Glympse - IP Security Agreement (11.2020)_Executed#page1.tif			
source=Bridge Bank - Glympse - IP Security Agreement (11.2020)_Executed#page2.tif			
source=Bridge Bank - Glympse - IP Security Agreement (11.2020)_Executed#page3.tif			

OP \$65.00 3648664

source=Bridge Bank - Glympse - IP Security Agreement (11.2020)\_Executed#page4.tif  
source=Bridge Bank - Glympse - IP Security Agreement (11.2020)\_Executed#page5.tif  
source=Bridge Bank - Glympse - IP Security Agreement (11.2020)\_Executed#page6.tif  
source=Bridge Bank - Glympse - IP Security Agreement (11.2020)\_Executed#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 17, 2020 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **GLYMPSE, INC.**, a Washington corporation, ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of November 17, 2020 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

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

(j) 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.

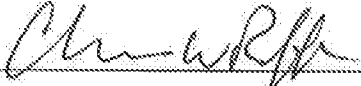
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude

the simultaneous or later exercise by Bank of any other rights, powers or remedies. In the event of any conflict or inconsistency between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

GLYMPSE INC., a Washington corporation

By: 

Name: Christopher W. Ruff

Title: Chief Executive Officer

**LENDER:**

WESTERN ALLIANCE BANK,  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Legal  
1424 11<sup>th</sup> Avenue, Suite 30  
Seattle, WA 98122  
Email: [legal@glympse.com](mailto:legal@glympse.com)

Address for Notices:

Attn: Legal Department  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Email: [mohalloran@bridgebank.com](mailto:mohalloran@bridgebank.com)

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

GLYMPSE INC., a Washington corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Legal

1424 11<sup>th</sup> Avenue, Suite 30

Seattle, WA 98122

Email: [legal@glympse.com](mailto:legal@glympse.com)

**LENDER:**

WESTERN ALLIANCE BANK,  
an Arizona corporation

By:  \_\_\_\_\_

Name: THOMAS REIMER

Title: SR. DIRECTOR

Address for Notices:

Attn: Legal Department

One East Washington Street, Suite 1400

Phoenix, AZ 85004

Email: [mahalloran@bridgebank.com](mailto:mahalloran@bridgebank.com)

{SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT}

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
GLYMPSE	77524107	3648664	JULY 16, 2008
GLYMPSE (Stylized)	85812432	4380085	DECEMBER 28, 2012



**EXHIBIT C****PATENTS**Please Check if No Patents Exist 

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
SHARING OF LOCATION INFORMATION IN A NETWORKED COMPUTING ENVIRONMENT	9042919	13054075	ISSUED	MAY 26, 2015
SHARING OF LOCATION INFORMATION IN A NETWORKED COMPUTING ENVIRONMENT	9906907	14704672	ISSUED	FEBRUARY 27, 2018
SYSTEMS AND METHODS FOR MOBILE COMMUNICATION INTEGRATION	10326725	14661961	ISSUED	JUNE 18, 2019
SYSTEMS AND METHODS FOR MOBILE COMMUNICATION INTEGRATION	N/A	16677610	PUBLISHED	N/A
CREATION AND USE OF PUBLIC AND PRIVATE GROUPS IN A LOCATION SHARING APPLICATION	10380664	14278331	ISSUED	AUGUST 13, 2019
ESTABLISHING LOCATION SHARING CONFIGURATIONS	10623907	16209911	ISSUED	APRIL 14, 2020
ESTABLISHING LOCATION SHARING CONFIGURATIONS	N/A	16812253	PUBLISHED	N/A