

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIQUIDSPACE, INC.		12/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5103094	DASH LICENSE	
Registration Number:	5103093	DASH	
Registration Number:	4242540	LIQUIDSPACE	
Registration Number:	4242539	LIQUIDSPACE	
Registration Number:	4242538	LIQUIDSPACE	
Registration Number:	4144970	LIQUIDSPACE	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	12/02/2020		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 2, 2020 by and between LiquidSpace, Inc., a Delaware corporation ("Parent"), LiquidSpace Portfolio Services, Inc., a Delaware corporation ("Subsidiary") and Montage Capital II, L.P., a Delaware limited partnership ("Lender").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Parent and Subsidiary (collectively, the "Borrowers") under that certain Loan and Security Agreement by and between Lender and Borrowers dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrowers have granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrowers agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, Borrowers grant to Lender a security interest in all of Borrowers' right, title and interest in, its intellectual property that constitutes Collateral (as defined and set forth in the Loan Agreement), including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrowers represent and warrant that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrowers, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrowers hereby authorize Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower(s) obtain subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

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 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 hereof.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by the internal laws of the State of California, without regard to conflicts of laws rules.

[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.

Address of Borrowers:

2225 E. Bayshore Rd., #200
Palo Alto, CA 94303
Attn: Mark Gilbreath, CEO

BORROWERS:

LiquidSpace, Inc.

By: Mark Gilbreath

Name: Mark Gilbreath

Title: Chief Executive Officer

LiquidSpace Portfolio Services, Inc.

By: Mark Gilbreath

Name: Mark Gilbreath

Title: Chief Executive Officer

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

LENDER:

Montage Capital II, L.P.

By: _____

Name: _____

Title: _____

TRADEMARK

REEL: 007120 FRAME: 0454

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BORROWERS:

Address of Borrowers:

2225 E. Bayshore Rd., #200
Palo Alto, CA 94303
Attn: Mark Gilbreath, CEO

LiquidSpace, Inc.

By: _____

Name: _____

Title: _____

LiquidSpace Portfolio Services, Inc.

By: _____

Name: _____

Title: _____

LENDER:

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

MONTAGE CAPITAL II, L.P.

By: Michael J. Rose

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

<u>Owner</u>	<u>Description</u>	<u>Patent Number / Application Number</u>	<u>Issue Date / Application Date</u>
LiquidSpace, Inc.	Reserving Venue for Calendar Event	14/518858	October 20, 2014

SCHEDULE C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
LiquidSpace, Inc.	DASH LICENSE	86790653	5103094	12/20/16
LiquidSpace, Inc.	DASH	86790647	5103093	12/20/16
LiquidSpace, Inc.	LIQUIDSPACE	85164104	4242540	11/13/12
LiquidSpace, Inc.	LIQUIDSPACE	85164097	4242539	11/13/12
LiquidSpace, Inc.	LIQUIDSPACE	85164075	4242538	11/13/12
LiquidSpace, Inc.	LIQUIDSPACE	85164106	4144970	5/22/12