

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sharespost, Inc.		12/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avenue Venture Opportunities Fund, L.P.		
Street Address:	11 West 42nd Street		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88837820	EQUITYHUB	
Serial Number:	90211491	SHAREXPRIME	
Serial Number:	88156007	PRIVATE INVESTOR PORTAL	
Serial Number:	87564562	SP SHARESPOST	
Serial Number:	87553093	SP	
Serial Number:	87320052	SHARESPOST INDIVIDUAL VC PERFORMANCE TRA	
Serial Number:	87320059	SHARESPOST PRIVATE COMPANY DYNAMIC WATER	
Serial Number:	87320056	SHARESPOST PRIVATE PORTFOLIO BENCHMARK V	
Serial Number:	87320055	SHARESPOST PRIVATE MARKET 10B5-1 PLAN	
Serial Number:	87320043	SHARESPOST PRIVATE MARKET TRANSACTION DA	
Serial Number:	86133166	SHARESPOST 100 LIST	
Serial Number:	86133154	SHARESPOST 100 FUND	
Serial Number:	86133147	SHARESPOST INVESTMENT MANAGEMENT	
Serial Number:	85413423	SHARESPOST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$365.00 88837820

Phone: 240-392-0017
Email: requests@independencellegalsupport.com
Correspondent Name: Elspeth Callahan
Address Line 1: PO Box 1807
Address Line 4: Greenbelt, MARYLAND 20768

NAME OF SUBMITTER:	Amanda Hoffman
SIGNATURE:	/Amanda Hoffman/
DATE SIGNED:	12/23/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 18, 2020, between SHARESPOST, INC., a Delaware corporation ("Grantor"), and AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership (sometimes referred to herein as "Secured Party").

RECITALS

A. Pursuant to that certain Joinder Agreement and Second Amendment to Loan and Security Agreement, dated as of the date hereof (the "Joinder and Amendment Agreement") between Grantor, as borrower, and Secured Party, as lender, which amends that certain Loan and Security Agreement dated as of October 28, 2020 (as amended by that certain First Amendment and Waiver to Loan and Security Agreement, dated as of November 5, 2020, the Joinder and Amendment Agreement, and as further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party made certain advances of money and extended certain financial accommodations to Grantor (the "Loan") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;
and

(g) 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 term "Collateral" shall not include: (a) "intent-to-use" trademarks 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 the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged or found invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (except for immaterial Trademarks, Patents and Copyrights that Grantor determines in its sole but reasonable commercial judgment need not be protected, defended or maintained to protect its own business interests) and (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the New York Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.


6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Borrower and Lender expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

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

GRANTOR:

SHARESPOST, INC.

By: 
Name: Kelly Rodrigues
Title: President

Address for Notices:

Address:
555 Montgomery Street, Suite 1400
San Francisco, CA 94111
Telephone: (650) 283-7617
Email: mark@forgeglobal.com

SECURED PARTY:

AVENUE VENTURE OPPORTUNITIES FUND,
LP

By: Avenue Venture Opportunities Partners,
LLC
Its: General Partner

By: _____
Name: _____
Title: _____

Address for Notices:

11 West 42nd Street, 9th Floor
New York, New York 10036
Attn: Todd Greenbarg, Senior Managing Director
Fax # 212-878-3552
Phone # 212-878-3523

[Signature page to Intellectual Property Security Agreement]

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

GRANTOR:

SHARESPOST, INC.


By: _____
Name: Kelly Rodriques
Title: President

Address for Notices:

Address:
555 Montgomery Street, Suite 1400
San Francisco, CA 94111
Telephone: _____
Email: _____

SECURED PARTY:

AVENUE VENTURE OPPORTUNITIES FUND, LP

By:  Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: President and Managing Partner

Address for Notices:

11 West 42nd Street, 9th Floor
New York, New York 10036
Attn: Todd Greenberg, Senior Managing Director
Fax # 212-878-3552
Phone # 212-878-3523

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title/Description	Country	Application No.	Patent Registration No.	Filing Date	Registration Date
Dynamic waterfall charts	US	Patent Application 15/804,852	Patent 10636180	11/6/17	4/28/20
Dynamic Waterfall Charts	US	Patent Application 16/859222		10/08/20	N/A
Global Liquidity And Settlement System	US	Patent Application 16/397852		10/31/19	N/A

EXHIBIT C

Trademarks

Title/Description	Country	Serial No.	Trademark Registration No.	Filing Date	Registration Date
EquityHub	US	88837820		3/17/20	N/A
SharexPrime	US	90211491		9/25/20	N/A
Private Investor Portal	US	88156007		10/15/18	N/A
SP SharesPost logo	US	87564562	5417877	8/10/17	3/6/18
SP logo	US	87553093	5493820	8/2/17	6/12/18
INDIVIDUAL VC PERFORMANCE TRACKER	US	87320052		1/31/17	N/A
SHARESPOST PRIVATE COMPANY DYNAMIC WATERFALLS	US	87320059		1/31/17	N/A
SHARESPOST PRIVATE PORTFOLIO BENCHMARK VALUE	US	87320056		1/31/17	N/A
SHARESPOST PRIVATE MARKET 10B5-1 PLAN	US	87320055		1/31/17	N/A
SHARESPOST PRIVATE MARKET TRANSACTION DATABASE	US	87320043		1/31/17	N/A
SHARESPOST 100 LIST	US	86133166	4804714	12/2/13	9/1/15
SHARESPOST 100 FUND	US	86133154	4724757	12/2/13	4/21/15
SHARESPOST INVESTMENT MANAGEMENT	US	86133147	4591988	12/2/13	8/26/14
SHARESPOST	US	85413423	4163733	9/1/11	6/26/12