

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617895

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SALSA LABS, INC.		12/31/2020	Corporation: DELAWARE
TOWERCARE TECHNOLOGIES, INC.		12/31/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank, as Administrative Agent
<b>Street Address:</b>	3003 Tasman Drive
<b>Internal Address:</b>	HF 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Serial Number:</b>	86410928	OPERATION STRONGVET
<b>Serial Number:</b>	78726821	PATIENT PRO
<b>Serial Number:</b>	78326748	TOWER CARE
<b>Registration Number:</b>	4571481	
<b>Serial Number:</b>	88762127	SALSA
<b>Registration Number:</b>	4563629	IGNITE ACTION. FUEL CHANGE.
<b>Serial Number:</b>	88762137	SALSA CRM
<b>Serial Number:</b>	88762139	SALSA ENGAGE
<b>Serial Number:</b>	88768784	SALSA MARKET
<b>Registration Number:</b>	4726479	WE RAISE IGNITE CHANGE TOGETHER
<b>Registration Number:</b>	4726478	WERAISE IGNITE CHANGE TOGETHER
<b>Registration Number:</b>	3024499	TOWER CARE TECHNOLOGIES
<b>Registration Number:</b>	3040416	DONORPRO

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202-370-4750  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1311044
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<b>NAME OF SUBMITTER:</b>	Sarah Mackin
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<b>SIGNATURE:</b>	/Sarah Mackin/
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<b>DATE SIGNED:</b>	12/31/2020
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of December 31, 2020 by and between **SALSA LABS, INC.**, a Delaware corporation (“*Salsa Labs*”), **TOWERCARE TECHNOLOGIES, INC.**, a Delaware corporation (“*TowerCare*”, and together with Salsa Labs, each, a “*Grantor*”, and collectively, the “*Grantors*”) and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

### RECITALS

A. The Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of December 31, 2020, by and among Salsa Labs (the “*Borrower*”), **SALSA LABS INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (“*Parent Guarantor*”), the Lenders party thereto from time to time, SVB as the Issuing Lender and Swingline Lender, and the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders and the other Secured Parties to make the Loans to the Borrower under the Credit Agreement, Parent Guarantor and each Grantor has entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to the Borrower, but only upon the condition, among others, that Parent Guarantor, and each Grantor grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Secured Obligations of Parent Guarantor, and Grantors under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Parent Guarantor, and each Grantor have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its Secured Obligations under the Credit Agreement and the other Loan Documents, each Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, 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; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[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.

**GRANTOR:**

**SALSA LABS, INC.**, a Delaware corporation

By:   
Name: Donna Myers  
Title: Chief Executive Officer

**TOWERCARE TECHNOLOGIES, INC.**, a Delaware corporation

By:   
Name: Donna Myers  
Title: Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

GRANTOR:

SALSA LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TOWERCARE TECHNOLOGIES, INC., a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Jonathan Wolfert  
Name: Jonathan Wolfert  
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

<u>Loan Party</u>	<u>Trademark</u>	<u>Registration/ Application #</u>	<u>Registration Date</u>	<u>Application Date</u>
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)		86410928		09/30/2014
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)		78726821		10/05/2005
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)		78326748		11/12/2003
Salsa Labs, Inc.		4571481	07/22/2014	
Salsa Labs, Inc.		88762127	01/16/2020	
Salsa Labs, Inc.	ignite action. fuel change.	4563629	07/08/2014	

Salsa Labs, Inc.	<b>SALSA CRM</b>	88762137	01/16/2020	
Salsa Labs, Inc.	<b>SALSA ENGAGE</b>	88762139	01/16/2020	
Salsa Labs, Inc.	<b>SALSA MARKET</b>	88768784	01/22/2020	
Salsa Labs, Inc.		4726479	04/28/2015	
Salsa Labs, Inc.	<b>WERAISE IGNITE CHANGE TOGETHER</b>	4726478	04/28/2015	
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)	<b>TOWER CARE TECHNOLOGIES</b>	3024499	12/06/2005	
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)	 <b>DONORPRO</b>	3040416	01/10/2006	