

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AINGEL CORP.		04/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH VI, L.P.		
Street Address:	1751 TIBURON BLVD.		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88705472	TRIBAL	
Serial Number:	88723148	TRIBAL CREDIT	
Registration Number:	6138084		
CORRESPONDENCE DATA			
Fax Number:	4153672728		
<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:	415-381-3283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 LAGUNA ROAD		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/BG2/		
DATE SIGNED:	04/13/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 12, 2021 (the "Effective Date"), by and between PARTNERS FOR GROWTH VI, L.P., a Delaware limited partnership ("PFG") and Aingel Corp., a Delaware corporation with its registered and principal place of business address as at the Effective Date at c/o WeWork, 75 E Santa Clara St., Suite 600, San Jose, CA 95113 ("Grantor"), with reference to the following facts:

A. PFG and Grantor, as Borrower, are parties to that certain Loan and Security Agreement of even date with this Agreement (as amended from time to time, the "Loan Agreement"). (Capitalized terms not otherwise defined herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to PFG a security interest in all of the Collateral. The Collateral includes, without limitation, all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to PFG a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed or required to be listed from time to time on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed or required to be listed from time to time on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed or required to be listed from time to time on Schedule C hereto, and all extensions and renewals thereof, (iv) all domain names and domain name rights used in connection with its business and that of its Subsidiaries, all legal and equitable rights in domain names and ownership thereof, domain registry, domain servers, web hosting and related contracts, services and facilities (collectively, "Domain Rights") listed or required to be listed from time to time on Schedule D hereto, and all extensions and renewals thereof, and (v) all rights to recover for past or future infringement of any of the foregoing, and (vi) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, except as prohibited pursuant to customary restrictions in licenses, subject to Grantor's obligations in respect of Restricted Licenses under the Loan Agreement, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing (collectively, the

“Intellectual Property Collateral”).

Notwithstanding the foregoing, or anything to the contrary herein, or in the Loan Agreement, the Intellectual Property Collateral does not include any “intent-to-use” trademark 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 and solely during such period that granting a security interest in the “intent-to-use” trademarks would be contrary to applicable law or may interfere with Grantor’s rights to obtain and maintain such trademarks. After such period, Grantor acknowledges that such interest in such trademark application or trademark shall be subject to a security interest in favor of PFG and shall be included in the Intellectual Property Collateral.

2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, and (iv) listed on Schedule D are all Domain Rights in which Grantor has any legal, contractual or equitable right. Grantor shall: (a) use commercially reasonable efforts to protect, defend and maintain the validity and enforceability of its intellectual property, other than intellectual property of immaterial business and monetary value that Grantor’s executive management has made a determination not to maintain; (b) promptly advise PFG in writing of material infringements of its material intellectual property; and (c) not allow any intellectual property material to Grantor’s business to be abandoned, forfeited or dedicated to the public without PFG’s written consent. If, before the Obligations have been paid and/or performed in full, Grantor shall (i) adopt, use, acquire or apply for registration of any trademark, service mark or trade name, (ii) apply for registration of any patent or obtain any patent or patent application; (iii) create or acquire any published or material unpublished works of authorship material to the business that is or is to be registered with the U.S. Copyright Office or any non-U.S. equivalent or other Governmental Body; or (iv) register or acquire any domain name or domain name rights, then the provisions of Section 1 shall automatically apply thereto, and Grantor shall provide PFG written notice thereof concurrently with delivery of Borrower’s next due monthly compliance certificate. Grantor shall further provide PFG with all information and details relating to the foregoing and shall take such further actions as PFG may reasonably request from time to time to perfect or continue the perfection of PFG's interest in such intellectual property.

3. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and PFG's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the

subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto; provided, however, and notwithstanding the foregoing, PFG may amend the Schedules hereto from time to time when it becomes aware of new Intellectual Property of Grantor subject to this Agreement. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of PFG and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

4. Grantor agrees that simultaneously with the execution of this Agreement, Grantor shall execute and deliver to PFG the Collateral Agreements and Notices appended hereto with respect to Grantor's Trademarks, Patents, Copyrights and Domain Rights existing as of the Effective Date, the Schedules to which disclose true, accurate, complete and correct details of Grantor's Trademarks, Patents, Copyrights and Domain Rights as of the Effective Date and, thereafter, upon any amendment of Schedule A, Schedule B, Schedule C or Schedule D, Grantor shall execute notices in the forms appended hereto (each, a "Notice"), as appropriate with the compliance certificate, with respect to all of the pledged Intellectual Property, now owned or hereafter acquired, and shall deliver each Notice to PFG for the purpose of recordation at the U.S. Patent and Trademark Office or the U.S. Copyright Office, as appropriate with the compliance certificate. Whether or not Grantor executes such a Notice reflecting new Intellectual Property, Grantor hereby irrevocably appoints PFG as its lawful attorney-in-fact without any further authorization to file such notices, liens or other instruments as may be customary from time to time for PFG to perfect security interests in Grantor's Intellectual Property. With respect to the power of attorney granted in the attached Domain Rights Collateral Agreement and Notice, so long as no default has occurred and is continuing under the Loan Documents, PFG shall not take any action referenced therein in the name of Grantor other than to maintain the ongoing accuracy and completeness of the information required to be detailed therein.

5. Termination. This Agreement shall automatically terminate upon termination of the Loan Agreement pursuant to the terms of the Loan Agreement, together with payment in full in cash of all Obligations (other than inchoate indemnity obligations).

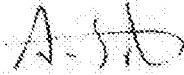
[Signature Page Follows]

Address of Grantor:

Aingel Corp.

c/o WeWork
75 E Santa Clara St., Suite 600
San Jose, CA 95113

By:



Name: Amr Shady

Title: Chief Executive Officer

Address of PFG:

PARTNERS FOR GROWTH VI, L.P.

Partners for Growth VI, L.P.
1751 Tiburon Blvd.
Tiburon, California 94920

By: _____

Name: _____

Title: Manager, Partners for Growth VI, LLC
Its: General Partner

Address of Grantor:

Aingel Corp.

c/o WeWork
75 E Santa Clara St., Suite 600
San Jose, CA 95113

By: _____

Name: Amr Shady

Title: Chief Executive Officer

Address of PFG:

PARTNERS FOR GROWTH VI, L.P.

Partners for Growth VI, L.P.
1751 Tiburon Blvd.
Tiburon, California 94920

By: _____



Name: Armineh Baghoomian

Title: Manager, Partners for Growth VI, LLC
Its: General Partner

SCHEDULE A
Aingel Corp.
Trademark Schedule

Trademark	Country	Appl / Reg. No.	Filing Date	Reg. Date
Tribal Credit	WIPO	1510826	December 31, 2019	December 31, 2019
Tribal	WIPO	1510912	December 31, 2019	December 31, 2019
Tribal	United States	88705472	November 25, 2019	
Tribal Credit	United States	88723148	December 11, 2019	
	United States	88705554 / 6138084	November 25, 2019	August 25, 2020
Tribal Credit	Malaysia	TM2020001889	December 31, 2019	
Tribal	Malaysia	TM2020001890	December 31, 2019	
Tribal Credit	Singapore	40202002074Y	December 31, 2019	
Tribal	Singapore	40202002086Y	December 31, 2019	
Tribal	WIPO	1564821	November 2, 2020	