

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLASHPARKING, INC.		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	6300 Bridgepoint Parkway		
Internal Address:	Building 1, Suite 480		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85241182	FLASH VALET	
Serial Number:	86509135	FLASHMOBILE	
Serial Number:	87213815	FLASHPARKING	
Serial Number:	88011465	FLASHPARCS	
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>			
Email:	lvincent@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	05/18/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “*Agreement*”) is entered into as of April 30, 2021 by and between FLASHPARKING, INC., a Delaware corporation (“*FlashParking*”) and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“*Lender*”).

RECITALS

Pursuant to that certain Joinder and Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of April 30, 2021 (which amends that certain Amended and Restated Loan and Security Agreement dated as of April 9, 2020, by and between Arrive Mobility Inc. and Lender, previously amended by that certain Limited Waiver and First Amendment to Amended and Restated Loan and Security Agreement dated as of June 5, 2020, that certain Limited Waiver and Second Amendment to Amended and Restated Loan and Security Agreement dated as of September 24, 2020, Limited Consent and Third Amendment to Amended and Restated Loan and Security Agreement dated as of December 31, 2020, and that certain Limited Consent, Waiver, and Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of March 5, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, collectively, the “Loan Agreement”)), FlashParking joins the Loan Agreement as a borrower thereunder. Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, FlashParking has granted to Lender a security interest in its Collateral.

NOW, THEREFORE, FlashParking agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between FlashParking and Lender, FlashParking grants to Lender a security interest in all of FlashParking’s right, title and interest in the Collateral consisting of those Copyrights, Patents, Trademarks and licenses listed on Schedules A, B, C, and D 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. FlashParking represents and warrants that Schedules A, B, C, and D attached hereto set forth any and all intellectual property rights in connection to which FlashParking has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office. 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. Facsimile or electronic signatures hereto shall be deemed to have the same force and effect as original signatures.

[Signature pages follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of FlashParking:

3801 South Capital of Texas Highway
Suite 250
Austin, TX 78704

FLASHPARKING, INC.,
a Delaware corporation

By: Sharon McCollum
Name: Sharon McCollum
Title: Chief Financial Officer

Address of Lender:

6300 Bridgepoint Parkway,
Building 1, Suite 480
Austin, Texas 78730

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC,
its general partner

By: 
Name: Chris Julich
Title: Manager

SCHEDULE A
Copyrights

None.

SCHEDULE B
Patents

Title of Invention	Application Number(s)	Filing Date(s)	Patent Number(s)	Issue Date(s)	Registered Owner
ON-DEMAND BASED PRICING CAPABILITIES FOR PARKING MANAGEMENT	16/536,065	August 8, 2019	N/A	N/A	FLASHPARKING, INC.
BLUETOOTH PARKING ACCESS MANAGEMENT	16/657,700	October 18, 2019	N/A	N/A	FLASHPARKING, INC.
GATELESS PARKING ACCESS REVENUE CONTROL SYSTEM	16/739,962	January 10, 2020	N/A	N/A	FLASHPARKING, INC.
TRANSACTION VERIFICATION IN A POST-PAY PARKING FACILITY	16/788,144	February 11, 2020	N/A	N/A	FLASHPARKING, INC.
METHOD AND SYSTEM FOR TOUCHLESS PARKING FACILITY ENTRY	63/037,359	June 10, 2020	N/A	N/A	FLASHPARKING, INC.
METHOD AND SYSTEM FOR ADJUSTABLE HEIGHT KIOSK	63/116,628	November 20, 2020	N/A	N/A	FLASHPARKING, INC.

SCHEDULE C
Trademarks

Mark	Jurisdiction	Serial Number	Filing Date	Registration Number	Registration Date	Registered Owner
FLASH VALET	U.S.	85241182	February 14, 2011	4173811	July 17, 2012	FlashParking, Inc.
FLASHMOBILE	U.S.	86509135	January 21, 2015	4825791	October 6, 2015	FlashParking, Inc.
FLASHPARKING	U.S.	87213815	October 24, 2016	5287866	September 12, 2017	FlashParking, Inc.
FLASHPARCS	U.S.	88011465	June 22, 2018	5689481	March 5, 2019	FlashParking, Inc.
FLASH VALET	Canada	2016602	March 10, 2020	n/a	In process.	FlashParking, Inc.
FLASHMOBILE	Canada	2016608	March 10, 2020	n/a	In process	FlashParking, Inc.
FLASHPARKING	Canada	2016605	March 10, 2020	n/a	In process	FlashParking, Inc.
FLASHPARCS	Canada	2016600	March 10, 2020	n/a	In process	FlashParking, Inc.

Domain Name Registrations – FlashParking, Inc. owns Internet domain name registrations for the following websites:

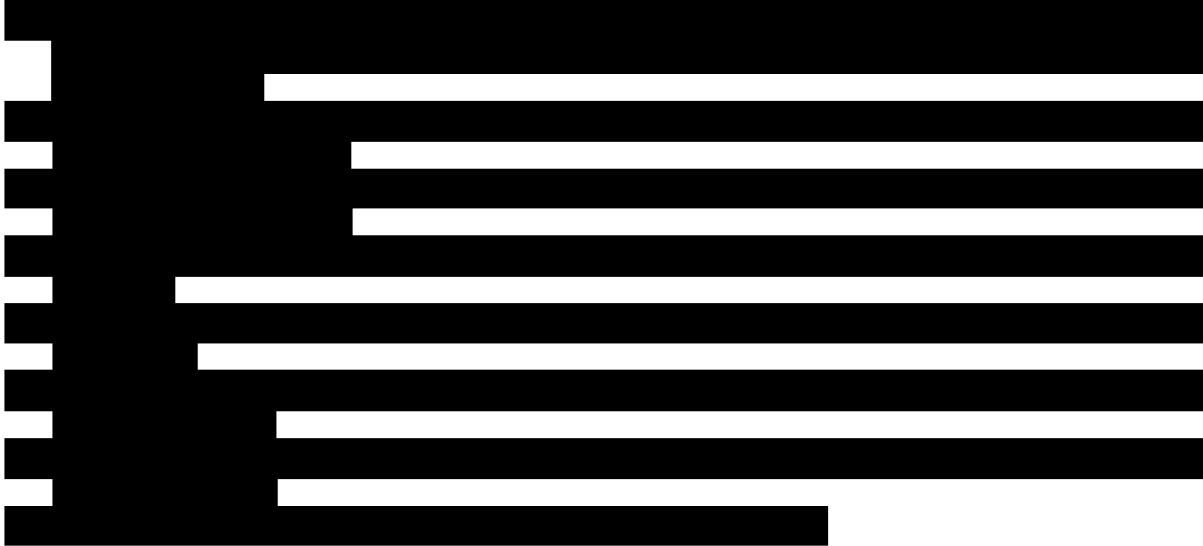


TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number
N/A			

SCHEDULE D
Licenses

(i) Outbound Licenses

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(ii) Inbound Licenses

A table with multiple rows and columns, all of which are completely redacted with black bars. The structure is indistinguishable from the table below.

Item Number	Application Name	Vendor
[REDACTED]	[REDACTED]	[REDACTED]

