

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
goHenry Limited		08/13/2021	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Orix Growth Capital, LLC		
Street Address:	1717 Main Street, Suite 1100		
Internal Address:	c/o ORIX Corporate Capital Inc.		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90606910	GOGIVE	
Serial Number:	90606909	GOSPEND	
Serial Number:	90606907	GOEARN	
Serial Number:	90606904	GOSAVE	
Serial Number:	90606913	GIFTLINKS	
Registration Number:	6082062	GOHENRY	
Registration Number:	5284230	GOHENRY LTD	
Registration Number:	5259620	GOHENRY	
Registration Number:	5259621	GOHENRY	
Serial Number:	90254825	GO	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		

OP \$265.00 90606910

Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Jacqueline P. Scheib

SIGNATURE: /Jacqueline P. Scheib/

DATE SIGNED: 08/16/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of August 13, 2021 by and between **ORIX GROWTH CAPITAL, LLC**, a Delaware limited liability company (“Lender”), and **GOHENRY LIMITED**, a company incorporated and registered in England and Wales with company number 06146113 and having its registered office at 9 Angel Court, High Street, Lymington, Hampshire, SO41 9AP (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to goHenry Inc., a Delaware corporation and a wholly owned subsidiary of Grantor (“goHenry”), in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and goHenry dated on or about the date of this Agreement (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not defined herein are used as defined in the Loan Agreement).

B. Grantor has agreed to (a) guarantee goHenry’s obligations under the Loan Agreement pursuant to that certain Guarantee And Indemnity by and between Grantor and Lender dated on or about the date of this Agreement (the “Guarantee”) and (b) secure its obligations under the Guarantee with a charge over certain assets of Grantor, including without limitation intellectual property, pursuant to that certain Debenture by and between Grantor and Lender dated on or about the date of this Agreement (the “Debenture”).

C. Lender is willing to extend and to continue to extend financial accommodations to goHenry and to accept the Guarantee from Grantor, but only upon the condition, among others, that Grantor grants to Lender a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Guarantee.

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 its obligations under the Guarantee, the Debenture, and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under Guarantee, the Debenture, and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title, and interest in, to, and under those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto and which are registered in the United States of America only, 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), 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 (collectively, the “Intellectual Property Collateral”).

This security interest is granted in conjunction with the security interest granted to Lender under the Debenture. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and the Debenture and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power, and remedy of Lender provided for herein or in the Guarantee or the Debenture, or now or hereafter existing at law or in equity, are cumulative and concurrent and are in addition to every right, power, or remedy provided for herein. The exercise by Lender of any one or more of the rights, powers, or remedies provided for in this Agreement, the Guarantee, or the Debenture, or now or hereafter existing at law or in equity, will not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers, or remedies. The provisions of the Debenture shall supersede and control over any conflicting or inconsistent provision herein.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor shall (i) protect, defend and maintain the validity and enforceability of its Copyrights, Patents, and Trademarks, (ii) use commercially reasonable efforts to detect infringements of its Copyrights, Patents, and Trademarks and promptly advise Lender in writing of material infringements detected, and (iii) not allow any of its material Copyrights, Patents, or Trademarks to be abandoned, forfeited, or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required by this paragraph to take but which Grantor fails to take, after 15 Business Days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this paragraph.

Grantor shall execute and deliver such additional instruments and documents from time to time as Lender shall reasonably request to perfect and maintain the perfection and priority of Lender's security interest in the Intellectual Property Collateral.

This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Grantor without Lender's prior written consent, which consent may be granted or withheld in Lender's sole discretion. Lender shall have the right without the consent of or notice to Grantor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Lender's obligations, rights and benefits hereunder.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of New York. LENDER AND GRANTOR EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF

THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. If the jury waiver set forth above is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement, the Loan Documents or any of the transactions contemplated therein shall be settled by final and binding arbitration held in New York, New York in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply New York law to the resolution of any dispute, without reference to rules of conflicts of law or rules of statutory arbitration. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this Section. The expenses of the arbitration, including the arbitrator's fees and expert witness fees, incurred by the parties to the arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

Grantor hereby irrevocably appoints Lender (and any of Lender's designated officers or employees) as Grantor's true and lawful attorney to modify this Agreement, without first obtaining Grantor's approval of or signature to such modification, solely to amend the exhibits hereof 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 to have any right, title, or interest. The appointment of Lender as Grantor's attorney in fact, and each and every one of Lender's rights and powers, being coupled with an interest, is irrevocable for so long as the Debenture remains in effect in accordance with its terms.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

For purposes of this Agreement, the following terms have the definitions set forth below:

“Copyrights” means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

“Patents” means all patents, patent applications and like protections, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

“Trademarks” means any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

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:

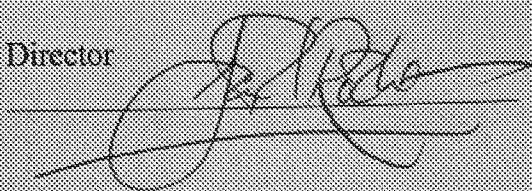
Address of Grantor:

)
)
9 Angel Court, High Street,
by:
Lymington, Hampshire, England SO41 9AP

Executed as a deed, but not delivered until the first
date specified on page 1, by GOHENRY
LIMITED acting

BRYAN DAVID ROCHE

Director



Witness signature 

Witness name: SIMON O'SULLIVAN

Witness address: 7 EDEN PARK

GLASHWICK A96 NG7 F

DUBLIN IRELAND

LENDER:

ORIX GROWTH CAPITAL, LLC

Address of Lender:

1717 Main St., Suite 1100
Dallas, TX 75201
c/o ORIX Corporate Capital Inc.
Attention: General Counsel

By: _____
Name: _____
Title: _____

With a copy to:

1717 Main St., Suite 900
Dallas, TX 75201
Attention: Operations Manager

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:

Address of Grantor:
9 Angel Court, High Street,
Lymington, Hampshire, England SO41 9AP

Executed as a deed, but not delivered until the first)
date specified on page 1, by GOHENRY)
LIMITED acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____

LENDER:

Address of Lender:
1717 Main St., Suite 1100
Dallas, TX 75201
c/o ORIX Corporate Capital Inc.
Attention: General Counsel

ORIX GROWTH CAPITAL, LLC
By: William D. Bishop
Name: William D. Bishop
Title: Managing Director

With a copy to:

1717 Main St., Suite 900
Dallas, TX 75201
Attention: Operations Manager




EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Description	Registration Number	Registration Date
GOGIVE	90606910	3/26/2021
GOSPEND	90606909	3/26/2021
GOEARN	90606907	3/26/2021
GOSAVE	90606904	3/26/2021
GIFTLINKS	9060913	3/26/2021
	6082062	6/16/2020
goHenry Ltd	5284230	9/12/2017
goHenry	5259620	8/08/2017
	5259621	8/08/2017
	90254825	10/14/2020