

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DROPOFF, INC.		07/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Blvd. Ste. 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87331326	WE DELIVER LIFE	
Serial Number:	86857353	DROPOFF DELIVERS MORE.	
Serial Number:	86857584	DROPOFF DELIVERS MORE.	
Serial Number:	86249413	DROPOFF	
Serial Number:	86249405	DROPOFF	
Serial Number:	86249425	D	
Serial Number:	86249433	DROPOFF	
Serial Number:	86249447	D	
Serial Number:	86249441	DROPOFF	
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:	ip@agilelegal.com		
Correspondent Name:	Laura Blakely		
Address Line 1:	2570 W. El Camino Real, Suite 400		
Address Line 2:	GCA Law Partners LLP		
Address Line 4:	Mountain View, CALIFORNIA 94040		
NAME OF SUBMITTER:	Laura Blakely		

OP \$240.00 87331326

SIGNATURE:	/Laura Blakely/
DATE SIGNED:	09/27/2021
Total Attachments: 4 source=0801 Intellectual_Property_Security_Agreement_v4_(dated) (2)#page1.tif source=0801 Intellectual_Property_Security_Agreement_v4_(dated) (2)#page2.tif source=0801 Intellectual_Property_Security_Agreement_v4_(dated) (2)#page3.tif source=0801 Intellectual_Property_Security_Agreement_v4_(dated) (2)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 26, 2021, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and Dropoff, Inc., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of July 26, 2021 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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;

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

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Excluded Property. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, the Intellectual Property Collateral shall not include: (a) a Trademark application filed in the United States Patent and Trademark Office ("PTO") on the basis of Grantor's intent to use the Trademark before evidence of use of the Trademark has been filed with and accepted by the PTO pursuant to the Lanham Act (15 U.S.C. § 1051 et seq.), but only for so long as granting a security interest in the Trademark application before the filing of evidence of use of the Trademark would adversely affect the enforceability or validity of the Trademark application or the resulting Trademark registration; and (ii) Grantor's rights under a Restricted License (Sections 2(a)-(b) collectively, "Excluded Property"). As used herein,

“Restricted License” is any license or other agreement with respect to which Grantor is the licensee that prohibits or otherwise restricts Grantor from granting a security interest in Grantor’s interest in such license or agreement or any other property. To the extent that the conditions in this Section 2 cease to exist or cease to apply to any item of property treated as Excluded Property, such item will automatically be deemed Intellectual Property Collateral and a security interest in favor of Lender will immediately attach to any item of property.

3. Remedies Cumulative. The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

DROPOFF, INC., a Delaware corporation

By: DocuSigned by:
Sean Spector

Name: Sean Spector

Title: CEO

Address for Notices:

Attn: _____

520 E. Oltorf Street
Austin, TX 78704

Tel: _____

Fax: _____

Email: _____

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: DocuSigned by:
Francesco Corradino

Name: Francesco Corradino

Title: Vice President

Address for Notices:

Attn: Francesco Corradino

55 Almaden Blvd. Ste. 100
San Jose, CA 95113



Tel: (408) 423-8500

Fax: (408) 423-8520

Email: Francesco.corradino@bridgebank.com

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Registration Date:</u>	<u>Filing Date:</u>
DROPOFF	86/249,433	4,693,482	02/24/2015	04/11/2014
DROPOFF	86/249,405	4,693,479	02/24/2015	04/11/2014
@ropoff	86/249,441	4,693,483	02/24/2015	04/11/2014
@ropoff	86/249,413	4,693,480	02/24/2015	4/11/2014
@ropoff	13354816 (European Union)	13354816	3/2/2015	10/13/2014
	86/249,447	4,693,484	02/24/2015	04/11/2014
	86/249,425	4,693,481	02/24/2015	04/11/2014
@ropoff <small>delivers more.</small>	86/857,584	5,224,049	06/13/2017	12/22/2015
@ropoff <small>delivers more.</small>	86/857,353	5,172,596	03/28/2017	12/22/2015
We Deliver Life	87/331,326	5,454,615	04/24/2018	02/10/2017