

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM681008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROADSIDE INNOVATION INC.		10/13/2021	Corporation: DELAWARE
Urgent.ly Inc.		10/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	1000 Wilson Boulevard, Suite 2110		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90880343	ROADSIDE-AS-A-SERVICE	
Serial Number:	88527068	ROADSIDE INNOVATION	
Registration Number:	5464369	TRIPPASS	
Registration Number:	5453464	OPT INTO TRANSPARENCY	
Registration Number:	5453455	THINK BEYOND THE DISPATCH	
Registration Number:	5464100	FAMILYVIEW	
Registration Number:	5464095	HUMAN-CENTRIC ROADSIDE PLATFORM	
Registration Number:	5463815	SMARTLEARNING	
Registration Number:	5463806	HUMAN-CENTRIC ROADSIDE ASSISTANCE	
Registration Number:	5284767	U URGENT.LY	
Registration Number:	5265725	URGENT.LY	
Registration Number:	5248642	#INEEDATOW	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

OP \$315.00 90880343

Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1498754

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 10/14/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 13, 2021 by and among **SILICON VALLEY BANK**, a California corporation (“Bank”), **URGENT.LY INC.**, a Delaware corporation (“Parent”) and **ROADSIDE INNOVATION INC.**, a Delaware corporation (“Roadside”; Parent and Roadside are referred to herein, individually and collectively, jointly and severally, as “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 8, 2020 (as the same may be amended, modified or supplemented from time to time, including without limitation, by that certain Sixth Amendment to Loan and Security Agreement dated as of the date hereof, collectively, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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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.

Address:

8609 Westwood Center Drive, Suite 810
Vienna, Virginia 22182
Attn: Robert Aldrich; Michael Skoff

GRANTOR:

URGENT.LY INC.

DocuSigned by:
By Christopher Spanos
07A9B7DD806F43F...
Name: Christopher Spanos
Title: Chief Executive Officer

ROADSIDE INNOVATION INC.

DocuSigned by:
By Michael Skoff
59B7FF9D848D40C...
Name: Michael Skoff
Title: Chief Financial Officer

Address:

1000 Wilson Boulevard, Suite 2110
Arlington, Virginia 22209
Attn: Arlington, Virginia 22209

BANK:

SILICON VALLEY BANK

DocuSigned by:
By Jocelyn Hartmann
34872FADF6C84DD...
Name: Jocelyn Hartmann
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Urgent.Ly Inc.	ROADSIDE-AS-A-SERVICE	90880343	August 12, 2021
Urgent.Ly Inc.	ROADSIDE INNOVATION	88527068	July 22, 2019
Urgent.Ly Inc.	TRIPPASS	5464369	May 8, 2018
Urgent.Ly Inc.	OPT INTO TRANSPARENCY	5453464	April 24, 2018
Urgent.Ly Inc.	THINK BEYOND THE DISPATCH	5453455	April 24, 2018
Urgent.Ly Inc.	FAMILYVIEW	5464100	May 8, 2018
Urgent.Ly Inc.	HUMAN-CENTRIC ROADSIDE PLATFORM	5464095	May 8, 2018
Urgent.Ly Inc.	SMARTLEARNING	5463815	May 8, 2018
Urgent.Ly Inc.	HUMAN-CENTRIC ROADSIDE ASSISTANCE	5463806	May 8, 2018
Urgent.Ly Inc.	U URGENT.LY	5284767	September 12, 2017
Urgent.Ly Inc.	URGENT.LY	5265725	August 15, 2017
Urgent.Ly Inc.	#INEEDATOW	5248642	July 25, 2017

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None