

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688383

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900649408

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Topia Limited		10/12/2021	Private Limited Company: ENGLAND
Topia Mobility Limited		10/12/2021	Private Limited Liability Company: IRELAND
Topia Mobility Inc.		10/12/2021	Corporation: DELAWARE
Teleport Mobility Inc.		10/12/2021	Corporation: DELAWARE
Topia Mobility Inc.		10/12/2021	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	ORIX Growth Capital, LLC
Street Address:	2001 Ross Avenue, Suite 1900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4909410	TELEPORT
Registration Number:	4778462	TELEPORT
Registration Number:	4882302	TELEPORT
Registration Number:	5766867	TOPIA

CORRESPONDENCE DATA

Fax Number:

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.

Email: shiers@mcguirewoods.com

Correspondent Name: Christel E. Harlacher

Address Line 1: 800 E. Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Christel E. Harlacher
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SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	11/16/2021
Total Attachments: 9 source=Topia Executed Intellectual Property Security Agreement#page1.tif source=Topia Executed Intellectual Property Security Agreement#page2.tif source=Topia Executed Intellectual Property Security Agreement#page3.tif source=Topia Executed Intellectual Property Security Agreement#page4.tif source=Topia Executed Intellectual Property Security Agreement#page5.tif source=Topia Executed Intellectual Property Security Agreement#page6.tif source=Topia Executed Intellectual Property Security Agreement#page7.tif source=Topia Executed Intellectual Property Security Agreement#page8.tif source=Topia Executed Intellectual Property Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 12, 2021 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and TOPIA LIMITED, an English private limited company, TOPIA MOBILITY LIMITED, an Irish private limited liability company, TOPIA MOBILITY INC., a Delaware corporation ("DE Borrower"), TELEPORT MOBILITY INC., a Delaware corporation, and TOPIA MOBILITY INC., a Washington corporation (collectively, "Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), 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. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks 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 the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A 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, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office,

simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

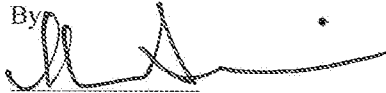
4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; 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: 30 Maiden Lane, Suite 550, San Francisco, CA 94108

By: 
Director

Executed as deed by Shawn Farshchi for and on behalf of
TOPIA LIMITED, in the presence of:


Witness Signature

Print Name: *Fariba Rafie*

Address: *885 Somerset Ct.
San Carlos, CA 94070*

Given under the common seal of **TOPIA MOBILITY LIMITED** and delivered as a deed

Director

Secretary

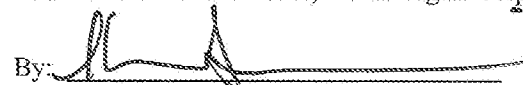
TOPIA MOBILITY INC., a Delaware corporation

By: 
Name: Shawn Farshchi
Title: Chief Executive Officer

TELEPORT MOBILITY INC., a Delaware corporation

By: 
Name: Shawn Farshchi
Title: Chief Executive Officer

TOPIA MOBILITY INC., a Washington corporation

By: 
Name: Shawn Farshchi
Title: Chief Executive Officer

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By:

Executed as deed by Shawn Farshchi for and on behalf of
TOPIA LIMITED, in the presence of:

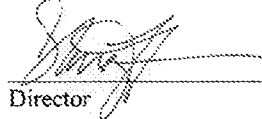
Director

Witness Signature

Print Name:

Address:

**Given under the common seal of TOPIA MOBILITY
LIMITED** and delivered as a deed



Director

Secretary

TOPIA MOBILITY INC., a Delaware corporation

By: _____
Name: Shawn Farshchi
Title: Chief Executive Officer

TELEPORT MOBILITY INC., a Delaware corporation

By: _____
Name: Shawn Farshchi
Title: Chief Executive Officer

TOPIA MOBILITY INC., a Washington corporation

By: _____
Name: Shawn Farshchi
Title: Chief Executive Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Topia)
Signature Page

TRADEMARK
REEL: 007486 FRAME: 0681

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:

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By:

Executed as deed by Shawn Farshchi for and on behalf of
TOPIA LIMITED, in the presence of:

Director

Witness Signature

Print Name:

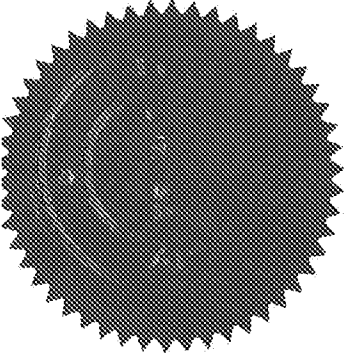
Address:

Given under the common seal of **TOPIA MOBILITY LIMITED** and delivered as a deed

Director

Secretary

Finbarr O'Neill



Intertrust Fiduciary Services (Ireland) Limited
Company Secretary

TOPIA MOBILITY INC., a Delaware corporation

By: _____
Name: Shawn Farshchi
Title: Chief Executive Officer

TELEPORT MOBILITY INC., a Delaware corporation

By: _____
Name: Shawn Farshchi
Title: Chief Executive Officer

TOPIA MOBILITY INC., a Washington corporation

By: _____
Name: Shawn Farshchi
Title: Chief Executive Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Topia)
Signature Page

TRADEMARK
REEL: 007486 FRAME: 0682

Address of Lender:

3001 Ross Avenue, Suite 1900
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By _____
Name:
Title:

[Handwritten Signature]
[Handwritten Signature]
Head of OGC

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Paper)
Signature Page

SCHEDULE A

Copyrights

None

SCHEDULE B

Trademarks

Trademark	Owner	Registration Number	Registration Date
Teleport	Teleport, Inc.	012843371 (EU)	3/2/15
Teleport	Topia Limited	4,909,410 (US)	3/1/16
Teleport	Topia Limited	4,778,462 (US)	7/21/15
Teleport	Topia Limited	4,882,302	1/5/16
Topia	Topia Limited	017949931 (EU)	9/3/18
Topia	Topia Limited	UK00003335603 (UK)	11/23/18
Topia	Topia Limited	5,766,867	6/4/19

SCHEDULE C

Patents

Registered Patents

Patent	Owner	Patent Number	Date of Patent
Database File Management and Data Structures for Creating and/or Modifying a Database Management System to Reduce Storage Requirements	Topia Limited	US 11,016,976 B1	05/25/21

Patent applications

Patent Application	Owner	Application Number	Application Date
Computer-Based Method and Apparatus to Reduce Computational Intensity for Analysis of Geographically-Related Conditions to Facilitate Task Performance	Topia Mobility Inc.	16192558	11/15/18
Apparatus and Methods of Unsupervised Machine Learning Models to Identify Seasonality and Predicting Seasonally-Influenced Metric Values	Topia Limited	16901703	6/15/20