

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THUMB TACK, INC.		03/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS COLLATERAL AND ADMINISTRATIVE AGENT		
Street Address:	400 HAMILTON AVENUE, SUITE 310		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4798128	ACCOMPLISH YOUR PERSONAL PROJECTS	
Registration Number:	6119401	SELF MADE	
Registration Number:	5877907	SETTER	
Registration Number:	5877906		
Registration Number:	5662327	T	
Registration Number:	4798127	THUMB TACK	
Registration Number:	3700234	THUMB TACK	
Registration Number:	5667180	THUMB TACK	
Registration Number:	5661845	THUMB TACK CONSIDER IT DONE.	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054809-0086		

OP \$240.00 4798128

NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	03/31/2022
Total Attachments: 11 source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page1.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page2.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page3.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page4.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page5.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page6.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page7.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page8.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page9.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page10.tif source=Thumbtack - Intellectual Property Security Agreement (2nd AR LSA) Executed(130435101.5) (002)#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of March 29, 2022, is made by THUMB TACK, INC., a Delaware corporation (the “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation (“Agent”), in its capacity as administrative agent and collateral agent for itself and the Lender (as defined below).

RECITALS

A. Grantor has entered into a Second Amended and Restated Loan and Security Agreement with the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and Agent, as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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 Agent for its benefit and the benefit of the Lenders 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,

re-examination certificates, utility models, 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, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "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, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Collateral.

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 Agent.

Grantor hereby authorizes Agent 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.

3. 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 Agent 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

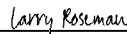
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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 date written above.

GRANTOR:

THUMBSTACK, INC.

DocuSigned by:

7480BFACDC745D...

By: Larry Roseman

Title: Chief Financial Officer and Treasurer

AGENT:

HERCULES CAPITAL, INC.

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement (Hercules/Thumbstack)]

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 date written above.

GRANTOR:

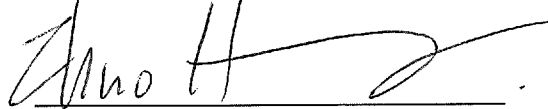
THUMBTRACK, INC.

By: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC.



By: Zhuo Huang

Title: Associate General Counsel

[Signature Page to Intellectual Property Security Agreement (Hercules/Thumbtrack)]

EXHIBIT A
Copyrights

None.

EXHIBIT B

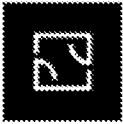

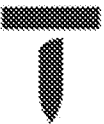
Patents




<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Status</u>
Method and Apparatus for a Trusted Localized Peer-to-Peer Services Marketplace	12/652,728	1/5/2010	11/3/2015	9,177,056	Issued
Method and Apparatus for a Trusted Localized Peer-to-Peer Services Marketplace	13/965,130	8/12/2013	10/18/2016	9,471,683	Issued
Method and Apparatus for a Trusted Localized Peer-to-Peer Services Marketplace	15/295,763	10/17/2016	8/25/2020	10,755,331	Issued
System For Generating Responses To Requests	15/440,986	2/23/2017	8/15/2017	9,736,268	Issued
System For Generating Responses To Requests	15/676,898	8/14/2017	8/13/2019	10,382,581	Issued
Determining The Legitimacy Of Messages Using A Message Verification Process	15/446,370	3/1/2017	7/10/2018	10,021,114	Issued
A Method and Apparatus for Enabling Scheduling of a Meeting Activity Between a Service Professional and a Customer of a Service	15/594,513	5/12/2017			Pending
Matching a request from a user to a set of different users for responding to the request	15/921,543	3/14/2018			Pending
Matching a request from a user to a set of different users for responding to the request	15/921,554	3/14/2018	6/30/2020	10,699,316	Issued
Determining The Legitimacy Of Messages Using A Message Verification Process	15/947,441	4/6/2018	12/24/2019	10,516,678	Issued
Automatically generating a response on behalf of a first user to a request	15/890,287	2/6/2018	8/18/2020	10,749,819	Issued

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Status</u>
received from a second user					
Matching a Request From a User to a Set of Different Users for Responding to the Request	15/929,223	2/12/2020			Pending
Managing Interaction Limits Between User Devices In a Messaging System	16/789,340	2/12/2020	12/28/2021	11,212,198	Issued
Matching a request from a user to a set of different users for responding to the request	16/915,379	6/29/2020			Pending
AUTOMATICALLY GENERATING A RESPONSE ON BEHALF OF A FIRST USER TO A REQUEST RECEIVED FROM A SECOND USER	16/995,629	8/17/2020			Pending
Method and Apparatus for a Trusted Localized Peer-to-Peer Services Marketplace	17/001,339	8/24/2020			Pending
Automatically Generating A Response On Behalf Of A First User To A Request Received From A Second User	PCT/US2018/017 290	2/7/2018			Pending

EXHIBIT C

Trademarks

Trademark Name	Application Date	Application No.	Registration Date	Registration No.	Country
THUMB TACK	3/18/2020	2076315	10/26/2020	2076315	Australia
THUMB TACK CONSIDER IT DONE.	7/1/2016	1796779	4/6/2020	1796779	Australia
FIND YOUR PEOPLE	4/11/2019	1956808			Canada
HOMESCORE	5/14/2020	2028382			Canada
INSTANTBOOK	10/30/2019	1993154			Canada
SETTER	10/5/2018	1923707			Canada
	10/5/2018	1923708			Canada
THUMB TACK	7/4/2016	1789823	4/5/2018	TMA993848	Canada
THUMB TACK	2/18/2016	015124142			EUTM
THUMB TACK CONSIDER IT DONE.	10/14/2016	015928823			EUTM
THUMB TACK HIRE SKILLED PROFESSIONALS FOR ABSOLUTELY EVERYTHING	2/18/2016	015124175	6/16/2016	015124175	EUTM
THUMB TACK	4/7/2021	4936278		7-Apr-21	India
	8/9/2018	4-2018-013866	2/14/2019	4-2018-013866	Philippines
	8/9/2018	4-2018-013865	2/14/2019	4-2018-013865	Philippines
THUMB TACK	8/9/2018	4-2018-013864	2/14/2019	4-2018-013864	Philippines

Trademark Name	Application Date	Application No.	Registration Date	Registration No.	Country
THUMB TACK	9/29/2021	UK0000370 3299			United Kingdom
THUMB TACK CONSIDER IT DONE.	7/1/2016	WO130932 8	7/1/2016	WO1309328	United Kingdom
THUMB TACK HIRE SKILLED PROFESSIONALS FOR ABSOLUTELY EVERYTHING	2/18/2016	UK0091512 4175	6/16/2016	UK009151241 75	United Kingdom
ACCOMPLISH YOUR PERSONAL PROJECTS	7/21/2014	86342666	8/25/2015	4798128	United States of America
FIND YOUR PEOPLE	10/12/2018	88153007			United States of America
FRONT DESK	12/27/2021	97191525			United States of America
INSTANTBOOK	10/30/2019	88674358			United States of America
SELF MADE	2/5/2018	87783815	8/4/2020	6119401	United States of America
SETTER	10/5/2018	88144419	10/8/2019	5877907	United States of America
	10/5/2018	88144413	10/8/2019	5877906	United States of America
	6/23/2017	87503681			United States of America
	6/23/2017	87503678	1/22/2019	5662327	United States of America
THUMB TACK	7/21/2014	86342660	8/25/2015	4798127	United States of America

Trademark Name	Application Date	Application No.	Registration Date	Registration No.	Country
THUMBTRACK	12/15/2008	77633539	10/20/2009	3700234	United States of America
Thumbtrack	6/23/2017	87503672	1/29/2019	5667180	United States of America
THUMBTRACK CONSIDER IT DONE.	4/14/2016	87001579	1/22/2019	5661845	United States of America
THUMBTRACK CONSIDER IT DONE.	7/1/2016	1309328	7/1/2016	1309328	WIPO