# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM728207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Smartly, Inc.		05/16/2022	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Trinity Capital Inc.
Street Address:	1 N. 1st Street
Internal Address:	Floor 3
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004
Entity Type:	Corporation: MARYLAND

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4734922	BONUSLY

### **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.

**Phone:** (619) 699-2708

Email: christian.cruz@us.dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 401 B Street
Address Line 2: Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER: Matt Schwartz	
SIGNATURE: /s/ Matt Schwartz	
DATE SIGNED:	05/17/2022

#### **Total Attachments: 7**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of May 16, 2022, is made by SMARTLY, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

#### RECITALS

- A. Grantor has entered into a Loan and Security Agreement with Lender, 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 Lender for its benut a security interest in all of Grantor's right, title and interest, whether presently existing or hereaftering in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, recount of which is herein acknowledged, and intending to be legally bound, as collateral security of the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor presents, presents, covenants and agrees as follows:

#### **AGREEMENT**

- 1. <u>Grant of Security Interest.</u> To secure its objection under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a scurity interest in all of Grantor's right, title and interest in to and under its intellectual property (all of which shall collective be called the "Intellectual Property Collateral"), including, without limitation, a following:
- (a) Any and all appright rights, copyright applications, copyright registrations and like protections in each work of authors of and derivative work thereof, whether published or unpublished and whether or not all all stitutes 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) And all trade secrets, and any and all intellectual property rights in computer software and somputer 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, actuired 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 <a href="Exhibit B">Exhibit B</a> 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"); provided, however, that the "Collateral" shall not include any "intent-to-use" United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) or (c), it being agreed that for purposes of this Agreement and the other Loan Documents, no Lien granted to Lender on any "intent-to-use" United States trademark applications is intended to be a present assignment thereof;

- (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 <u>Exhibit D</u> 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 a under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Pateus, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and so ster this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Ascendent uniterally by amending the exhibits to this Agreement to include any Intellectual Property Collaboral with Granton Stains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collaboral.

- 3. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is newly icorporated by reference. The provisions of the Loan Agreement shall supersede and entrol over my conflicting or inconsistent provision herein. The rights and remedies of Lender in 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 summer 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 and constitute but one and the same instrument. Delivery of an executed counterpart of a signature sage 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.
- 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 Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender 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 Lender's successors and assigns.
- 6. <u>Governing Law</u>. This Agreement has been negotiated and delivered to Lender in the State of Arizona, and shall have been accepted by Lender in the State of Arizona. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, 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 first date written above.

#### **GRANTOR:**

SMARTLY, INC.,

a Delaware corporation

Docusigned by:

Raphael Crawford-Marks

Name: Raphael Crawford-Marks

Title: CEO

### LENDER:

TRINITY CAPITAL NC.

a Maryland curporation

B. Sarah Stanton

Name Sarsh Stanton

Title: General Counsel and Chief Compliance

Officer

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# **EXHIBIT A**

### **COPYRIGHTS**

None

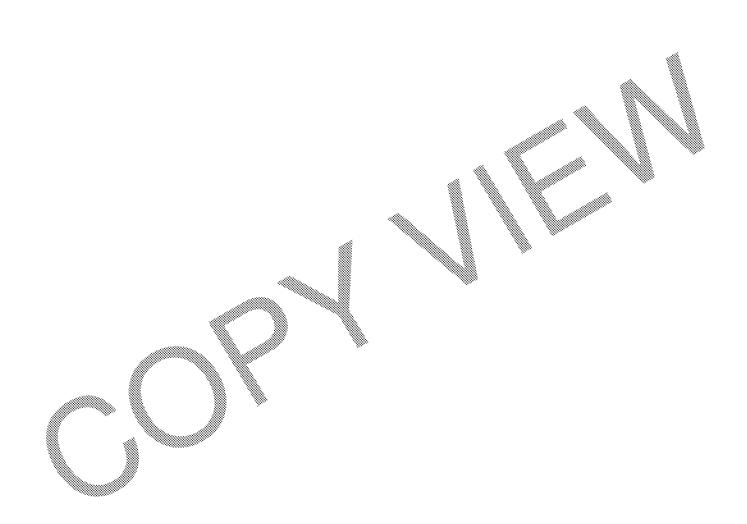


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# **EXHIBIT B**

**PATENTS** 

None

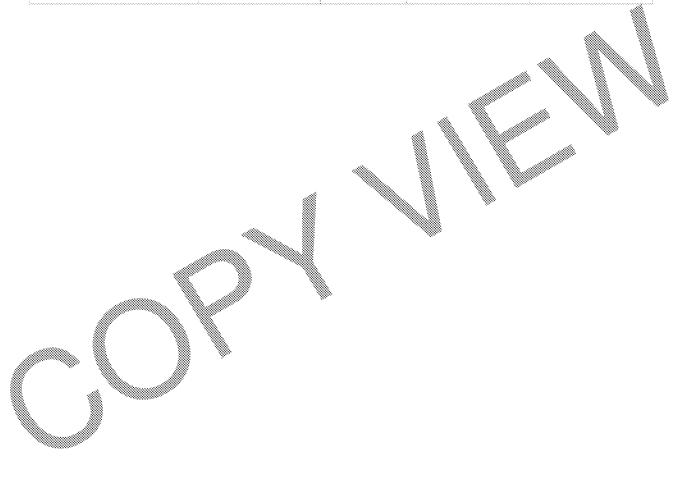


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# **EXHIBIT C**

### **TRADEMARKS**

Mark	Jurisdiction	Serial Number	Registration Number	Registration Date
Bonusly	United States	86403976	4734922	May 12, 2015



**RECORDED: 05/17/2022** 

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# **EXHIBIT D**

### **MASK WORKS**

None

