

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIQUID AGENCY, INC.		04/25/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5471617	THE EMPLOYEE EXPERIENCE AGENCY	
Registration Number:	6059229	L	
Registration Number:	4681269	LIQUID AGENCY	
Registration Number:	4631531	SILICON VALLEY THINKING	
Registration Number:	4163895	LIQUID	
Registration Number:	4070763	LIQUID LAUNCH	
Registration Number:	4073614	LIQUID BRAND EXCHANGE	
Registration Number:	2809913	LIQUID	
Serial Number:	90245996	LIQUID GROUP	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		

OP \$240.00 5471617

SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	08/25/2022
Total Attachments: 5 source=Liquid Agency - IP Security Agreement#page1.tif source=Liquid Agency - IP Security Agreement#page2.tif source=Liquid Agency - IP Security Agreement#page3.tif source=Liquid Agency - IP Security Agreement#page4.tif source=Liquid Agency - IP Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 25, 2022 by and between Liquid Agency, Inc., a California corporation ("**Grantor**") and Avidbank, a California corporation ("**Bank**").

RECITALS

Bank 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 Bank and Grantor dated as of the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

448 South Market Street
San Jose, CA 95113
Attn: Scott Gardner

LIQTR AGENCY, INC.

By: 

Print Name: SCOTT GARDNER

Title: CEO

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95132
Attn: Diana Mattson

AVIDBANK

By: 

Print Name: DIANA MATTSO

Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B


Patents

Please Check Box if No Patents Exist

Title	Application Number / Patent Number	Application Date / Issue Date
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
PIVOT TO WHAT'S NEXT	90453674		*
LIQUID GROUP	90245996		October 9, 2020
THE EMPLOYEE EXPERIENCE AGENCY	87324578	5471617	May 15, 2018
	87805870	6059229	May 19, 2020
LIQUID EXPRESS	86305204	4787164	*
SVT	86271264	4770086	*
LIQUID	86305070	4681270	*
LIQUID AGENCY	86304960	4681269	February 3, 2015
SILICON VALLEY THINKING	86212183	4631531	November 4, 2014
LIQUID INSIDE OUT	86305309		*
LIQUID BRAND SUMMIT	85305382	4073615	*
LIQUID	85440362	4163895	June 26, 2012
LIQUID LAUNCH	85327931	4070763	December 13, 2011
LIQUID BRAND EXCHANGE	85305373	4073614	December 20, 2011
LIQUID AGENCY	76437523	2796960	*
LIQUID	76437522	2721190	*
LIQUID	76437521	2809913	February 3, 2004

* — indicates dead, abandoned or cancelled trademark