

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeroCater, Inc.		02/26/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85869133	ZEROCATER	
Serial Number:	85869154		
Serial Number:	88541072	FOODIQ	
Serial Number:	88541061	FOODIQ	
Serial Number:	90003998	CLOUD CAFE	
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:	16197040689		
Email:	gmorris@gcalaw.com		
Correspondent Name:	Gregori Morris		
Address Line 1:	7831 Modern Oasis Drive		
Address Line 4:	San Diego, CALIFORNIA 92108		
NAME OF SUBMITTER:	Gregori M. Morris		
SIGNATURE:	/Gregori M. Morris/		
DATE SIGNED:	02/08/2023		
Total Attachments: 5			
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TRADEMARK

REEL: 007964 FRAME: 0951

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 26, 2020, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and ZEROCATER, INC., a Delaware corporation. ("Grantor") is made with reference to the Business Financing Agreement, dated approximately even date herewith (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

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

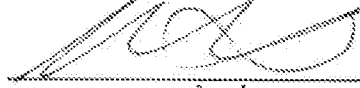
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ZEROCATER, INC.,
a Delaware corporation

By: 

Name: Ali Sabeti

Title: CEO

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 

Name: Michael Hengal

Title: Sensor Director

Address for Notices:

115 Stillman Street
San Francisco, CA 94107

Address for Notices:

55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Attn: Relationship Manager - ZeroCater, Inc.

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
Literary Work	Snack Metatags	n/a – application pending	n/a – application pending	11/26/19	No
Literary Work	Catering Metatags	n/a – application pending	n/a – application pending	11/26/19	No

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist


<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ZEROCATER	85869133	4558352		3/06/13
	85869154	4558353		3/06/13
FOOD IQ	88541072	6196321		7/26/19
FOOD IQ	88541061	6196320		7/26/19
CLOUD CAFE	90003998	6435715		6/16/20

EXHIBIT C
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>

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