

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nate Inc.		01/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Private Venture Credit Inc.		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6249587	NATE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	082853-0139		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	01/23/2023		
Total Attachments: 8			
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of January 23, 2023 by NATE INC., a Delaware corporation, to and for the benefit of, and by and among, TRIPLEPOINT PRIVATE VENTURE CREDIT INC., a Maryland corporation, in its capacity as collateral agent for itself and Lenders (as defined below) (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT PRIVATE VENTURE CREDIT INC., on behalf of itself as Collateral Agent and the Lenders. The words "You" or "Your" refers to the grantor, which is NATE INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT PRIVATE VENTURE CREDIT INC., as Collateral Agent on behalf of itself and the Lenders, and NATE INC.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; unless otherwise defined, all capitalized terms in this Agreement shall be as defined in the Loan Agreement), dated as of December 31, 2021, by and among, You, Collateral Agent and all Lender parties thereto from time to time (in their respective capacities as lenders, each a "Lender" and collectively the "Lenders"). Pursuant to the Loan Agreement (as amended hereby), You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the You agree as follows:

I. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. AMENDMENTS TO LOAN AGREEMENT; RATIFICATION

The "Security Interest" section of the Growth Capital Loan Facility Information Table of the Loan Agreement is amended by deleting the words "negative pledge on Intellectual Property" therefrom.

Section 8 of the Loan Agreement is amended by deleting the second to last paragraph thereof which begins with "Notwithstanding the above, Collateral excludes..." and ending with "... (and shall be deemed to have a Lien in such assets included from the Closing Date) all Intellectual Property" in its entirety.

Borrower hereby acknowledges, confirms and ratifies all of the terms and conditions set forth in, and all of its obligations under, the Loan Agreement and the other Loan Documents as in effect prior to and after giving effect to this Agreement.

Except as expressly set forth herein, the execution, delivery, and performance of this Agreement shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lenders under the Loan Agreement or any other Loan Document, as in effect prior to or on the date hereof. Except as expressly modified under this Agreement, Borrower hereby acknowledges that the Loan Agreement, the Loan Documents and all other documents or instruments executed in connection therewith are in full force and effect and constitute the valid, legal and binding obligations of such Borrower enforceable in accordance with their respective terms. Borrower has no defenses, offsets, counterclaims or deductions to all or any portion of the Secured Obligations as of the date hereof, and to the extent any such defenses, offsets, counterclaims or deductions against Lenders exist as of the date of this Agreement, they are hereby forever waived and released by Borrower, in each case, to the extent arising out of events or transactions which occurred on or before the date hereof.

Borrower reaffirms each Lien granted by the Borrower to Collateral Agent and Lenders under each of the Loan Documents, which Liens shall continue in full force and effect during the term of the Loan Agreement, as amended by this Agreement, and shall continue to secure the Secured Obligations (after giving effect to this Agreement), in each case, on and subject to the terms and conditions set forth in the Loan Agreement, as amended by this Agreement, and the other Loan Documents.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include

reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.


7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

You: NATE INC.
Signature: 
Print Name: Albert Saniger
Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Accepted in Menlo Park, California:

**TRIPLEPOINT PRIVATE VENTURE CREDIT INC. as a
Lender and as Collateral Agent**

By: TriplePoint Advisers LLC, its investment adviser

DocuSigned by:
Signature: Kevin W. Thorne
349864088575467...
Print Name: Kevin W. Thorne
Title: Chief Operating Officer

**TRIPLEPOINT VENTURE LENDING FUND, LLC as a
Lender**

**By: TriplePoint Venture Lending GP, LLC, as Managing
Member**

By: TriplePoint Advisers LLC, as Sole Member

DocuSigned by:
Signature: Kevin W. Thorne
349864088575467...
Print Name: Kevin W. Thorne
Title: Chief Operating Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
Automating User Purchases From Web Merchants on Mobile Devices	Issued, June 28 2022	US11373164
Automating User Purchases From Web Merchants on Mobile Devices	Issued, Jan 18 2022	US11227320

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Registration Number	Status
NATE	Registered Jan 19, 2021	6249587	Issued

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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SCHEDULE C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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IP Security Agreement (Nate Inc.)