

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glympse, Inc.		11/17/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87124276	SHARE THE WHERE	
Serial Number:	87123467	SHARE YOUR WHERE	
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:	06/05/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 17, 2020 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **GLYMPSE, INC.**, a Washington corporation, ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of November 17, 2020 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan 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 Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"),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 Borrower 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.

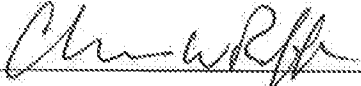
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan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

the simultaneous or later exercise by Bank of any other rights, powers or remedies. In the event of any conflict or inconsistency between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

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

GRANTOR:

GLYMPSE INC., a Washington corporation

By: 

Name: Christopher W. Ruff

Title: Chief Executive Officer

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Legal
1424 11th Avenue, Suite 30
Seattle, WA 98122
Email: legal@glympse.com

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: mohalloran@bridgebank.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

GRANTOR:

GLYMPSE INC., a Washington corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Legal

1424 11th Avenue, Suite 30

Seattle, WA 98122

Email: legal@glympse.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: THOMAS REIMER

Title: SR. DIRECTOR

Address for Notices:

Attn: Legal Department

One East Washington Street, Suite 1400

Phoenix, AZ 85004

Email: mahalloran@bridgebank.com

{SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT}

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>

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>Filing Date:</u>
GLYMPSE	77524107	3648664	JULY 16, 2008
GLYMPSE (Stylized)	85812432	4380085	DECEMBER 28, 2012
SHARE THE WHERE	87124276	N/A	AUGUST 2, 2016
SHARE YOUR WHERE	87123467	N/A	AUGUST 1, 2016

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>
SHARING OF LOCATION INFORMATION IN A NETWORKED COMPUTING ENVIRONMENT	9042919	13054075	ISSUED	MAY 26, 2015
SHARING OF LOCATION INFORMATION IN A NETWORKED COMPUTING ENVIRONMENT	9906907	14704672	ISSUED	FEBRUARY 27, 2018
SYSTEMS AND METHODS FOR MOBILE COMMUNICATION INTEGRATION	10326725	14661961	ISSUED	JUNE 18, 2019
SYSTEMS AND METHODS FOR MOBILE COMMUNICATION INTEGRATION	11050702	16677610	ISSUED	N/A
SYSTEMS AND METHODS FOR MOBILE COMMUNICATION INTEGRATION	N/A	16298864	PUBLISHED	N/A
SYSTEMS AND METHODS FOR MOBILE COMMUNICATION INTEGRATION	N/A	16391279	PUBLISHED	N/A
SYSTEMS AND METHODS FOR MOBILE COMMUNICATION INTEGRATION	N/A	17360783	PUBLISHED	N/A

EXHIBIT C

SYSTEMS AND METHODS FOR MOBILE COMMUNICATION INTEGRATION	N/A	13735840	PUBLISHED	N/A
CREATION AND USE OF PUBLIC AND PRIVATE GROUPS IN A LOCATION SHARING APPLICATION	10380664	14278331	ISSUED	AUGUST 13, 2019
ESTABLISHING LOCATION SHARING CONFIGURATIONS	10623907	16209911	ISSUED	APRIL 14, 2020
ESTABLISHING LOCATION SHARING CONFIGURATIONS	11425532	16812253	ISSUED	AUGUST 23, 2022
ESTABLISHING LOCATION SHARING CONFIGURATIONS	N/A	17882373	PUBLISHED	N/A