

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RALLY NETWORK, INC.		05/12/2023	Corporation: DELAWARE
RALLY LAUNCH, LTD		05/12/2023	Corporation: CAYMAN ISLANDS
RALLY SEZC, LTD		05/12/2023	Corporation: CAYMAN ISLANDS
RALLY, LTD		05/12/2023	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88979583	TAKI	
Serial Number:	97082467	R	
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:	16508157637		
Email:	aalwine@mwe.com		
Correspondent Name:	Judy M. Mohr		
Address Line 1:	415 Mission Street, Suite 5600		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	082853-0010-Rally		
NAME OF SUBMITTER:	Judy M. Mohr		
SIGNATURE:	/Judy M. Mohr/		

CH \$65.00 88979583

DATE SIGNED:	06/12/2023
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Total Attachments: 10

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of May 12, 2023 by RALLY NETWORK, INC., a Delaware corporation, RALLY LAUNCH, LTD, a Cayman Islands corporation, RALLY SEZC, LTD, a Cayman Islands corporation, and RALLY, LTD, a Cayman Islands corporation, as grantors (each a “**Grantor**” and collectively the “**Grantors**”), to and for the benefit of TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, in its capacity as collateral agent (“**Collateral Agent**”) for itself and Lenders (as defined below) (the “**Grantee**”) (the “**Agreement**”).

The words “We”, “Us”, or “Our”, refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words “You” or “Your” refers to the Grantors, which are RALLY NETWORK, INC., RALLY LAUNCH, LTD, RALLY SEZC, LTD and RALLY, LTD, and not any individual. The words “the Parties” refers to all of TRIPLEPOINT CAPITAL LLC, RALLY NETWORK, INC., RALLY LAUNCH, LTD, RALLY SEZC, LTD and RALLY, LTD.

Reference is made to the Plain English Revolving Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), dated as of October 28, 2021 by and among, You, Collateral Agent and all other 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, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include that portion of Your assets that constitute (a) any United States “intent-to-use” trademarks or applications therefor at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and trademark Office or otherwise, but only to the extent that the granting of a security interest in such intent-to-use trademarks under this Agreement would invalidate such intent-to-use trademarks or trademark applications; (b) any assets to the extent the pledge thereof or grant of a security interest therein is prohibited or restricted by any applicable law, rule or regulation (provided, that the foregoing exclusions of this clause (b) shall in no way be construed to apply to the extent that any described prohibition or restriction is ineffective under Section 9406, 9407,

Rally_IP Security Agreement

9408, or 9409 of the UCC or other applicable law); provided, however, that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral; and (c) any of Your rights or interest in any contract, lease, permit or license, if under the terms of such contract, lease, permit, or license, the grant of a security interest to Collateral Agent therein is prohibited under the terms of such contract, lease, permit or license and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit or license has not been obtained (provided, that the foregoing exclusions of this clause (c) shall in no way be construed to apply to the extent that any described prohibition or restriction is ineffective under Section 9406, 9407, 9408, or 9409 of the UCC or other applicable law); provided, however, that upon the cessation of any such prohibition or restriction, such property shall automatically become part of the Intellectual Property Collateral; provided, however, that, with respect to clauses (a)-(c) above, in no case shall the definition of "Intellectual Property Collateral" be deemed to exclude any Accounts, proceeds of any property, or general intangibles consisting of rights to payment.

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. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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, remedies and obligations with respect to the security interest granted hereby are in addition, and subject to, 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, You have duly executed this Agreement as of the date first set forth above.

You :

RALLY NETWORK, INC.

DocuSigned by:
Signature: Johnny Tong
C8D22079636E4C8...
Print Name: Johnny Tong
Title: Treasurer

RALLY LAUNCH, LTD.

DocuSigned by:
Signature: Michael Li
897081B4169E420...
Print Name: Mike Li
Title: Director

RALLY SEZC, LTD.

DocuSigned by:
Signature: Michael Li
897081B4169E420...
Print Name: Mike Li
Title: Director

RALLY, LTD.

DocuSigned by:
Signature: Michael Li
897081B4169E420...
Print Name: Mike Li
Title: Director

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between RALLY NETWORK, INC., RALLY LAUNCH, LTD, RALLY SEZC, LTD
and RALLY, LTD, as You (Grantor)
and TRIPLEPOINT CAPITAL, as Us (Grantee)**

RALLY NETWORK, INC. PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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None

RALLY LAUNCH, LTD PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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None

RALLY SEZC, LTD PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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None

RALLY, LTD PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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None

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between RALLY NETWORK, INC., RALLY LAUNCH, LTD, RALLY SEZC, LTD
and RALLY, LTD, as You (Grantor)
and TRIPLEPOINT CAPITAL, as Us (Grantee)**

RALLY NETWORK, INC. TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
TAKI	9/12/2019	88979583	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
R Logo Design	10/19/2021	97082467	Approved for Publication

RALLY LAUNCH, LTD TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
None			

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
None			

RALLY SEZC, LTD TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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None

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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None

RALLY, LTD TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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None

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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None

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between RALLY NETWORK, INC., RALLY LAUNCH, LTD, RALLY SEZC, LTD
and RALLY, LTD, as You (Grantor)
and TRIPLEPOINT CAPITAL, as Us (Grantee)**

RALLY NETWORK, INC. COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		

RALLY LAUNCH, LTD. COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		

RALLY SEZC, LTD COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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None

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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None

RALLY, LTD COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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None

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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None