

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Checkr, Inc.		07/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4743280	CHECKR	
Registration Number:	5750667	BETTER FUTURE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054809-0097		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/RHONDA DELEON/		
DATE SIGNED:	07/13/2023		
Total Attachments: 9			
source=Checkr - Intellectual Property Security Agreement Executed#page1.tif			
source=Checkr - Intellectual Property Security Agreement Executed#page2.tif			
source=Checkr - Intellectual Property Security Agreement Executed#page3.tif			
source=Checkr - Intellectual Property Security Agreement Executed#page4.tif			
source=Checkr - Intellectual Property Security Agreement Executed#page5.tif			

OP \$65.00 4743280

source=Checkr - Intellectual Property Security Agreement Executed#page6.tif

source=Checkr - Intellectual Property Security Agreement Executed#page7.tif

source=Checkr - Intellectual Property Security Agreement Executed#page8.tif

source=Checkr - Intellectual Property Security Agreement Executed#page9.tif

TRADEMARK

REEL: 008133 FRAME: 0586

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of July 13, 2023, is made by CHECKR GROUP, INC., a Delaware corporation, and each of its Material Subsidiaries signatory hereto as a grantor (each, a “Grantor” and collectively, the “Grantors”), in favor of HERCULES CAPITAL, INC., in its capacity as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “Agent”).

RECITALS

A. Each Grantor has entered into a Loan and Security Agreement, of even date herewith, with certain financial institutions party thereto (the “Lenders”) and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Secured Obligations under the Loan Agreement, each Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

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

(j) All 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" trademarks 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, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Collateral.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such 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 Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. No Grantor shall assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Termination. This Agreement shall terminate upon termination of the Loan Agreement and all commitments thereunder and repayment in full of all Secured Obligations.

8. Electronic Execution of Certain Other Documents. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, the California Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow.]

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

GRANTOR:

CHECKR GROUP, INC., a Delaware corporation

By: Daniel Yanisse
Name: Daniel Yanisse
Title: Chief Executive Officer

TESSERA DATA, INC., a New York corporation

By: Daniel Yanisse
Name: Daniel Yanisse
Title: President and Chief Executive Officer

INFLECTION.COM, INC., a Delaware corporation

By: Daniel Yanisse
Name: Daniel Yanisse
Title: President and Chief Executive Officer

CHECKR, INC., a Delaware corporation

By: Daniel Yanisse
Name: Daniel Yanisse
Title: President and Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation

DocuSigned by:

Seth Meyer

7AB8D78BAF144C2...

By: Seth Meyer

Title: Chief Financial Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Patent</u>	<u>Grant or Application Date</u>	<u>Registration or Application Number</u>	<u>Country of Registration or Application</u>
Continuous background check monitoring	December 29, 2020	Patent No. US 10,878,524 B2	United States

EXHIBIT C

Trademarks


<u>Mark</u>	<u>Grant or Registration Date</u>	<u>Registration or Application Number</u>	<u>Country of Registration or Application</u>
CHECKR	May 26, 2015	4743280	United States
BETTER FUTURE	May 14, 2019	5750667	United States
TESSERA		97039148	United States
TESSERA DATA		97030706	United States
	April 16, 2019	5727006	United States
INFLECTION	October 15, 2019	5882185	United States
GOODHIRE	December 17, 2013	4451474	United States

EXHIBIT D

Mask Works

None.