

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLACEMAKR, INC.		08/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Capital LLC, as Collateral Agent		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5835759	WHYHOTEL	
Registration Number:	5835760	WHYHOTEL	
Registration Number:	7081644	SPACES REIMAGINED	
Registration Number:	7069499	PLACEMAKR	
Serial Number:	97975443	PLACEMAKR	
Serial Number:	97011656	PLACEMAKR	
Serial Number:	97260543	PLACEMAKR	
Serial Number:	97260555	PLACEMAKR	
Serial Number:	97286941	SMARTER WAY TO STAY	
Serial Number:	97260547	SPACES REIMAGINED	
Serial Number:	97011660	SPACES REIMAGINED	
Serial Number:	90700704	WHYHOTEL WHEN YOU CAN HAVE A PLACE LIKE	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$315.00 5835759

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2100708

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 08/28/2023

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 August 25, 2023 (the “Agreement”), by and between TriplePoint Capital LLC, a Delaware limited liability company in its capacity as collateral agent for itself and Lenders (as defined below) (“Collateral Agent”) and PLACEMAKR, INC., a Delaware corporation (“Grantor”).

The words “We”, “Us”, or “Our”, refer to the grantee, which is TriplePoint Capital LLC. The words “You” or “Your” refers to the Grantor and not any individual. The words “the Parties” refers to both TriplePoint Capital LLC and Grantor.

Reference is made to the Plain English Loan and Security Agreement (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of August 25, 2023 by and among, You, the other borrowers from time to time party thereto, Collateral Agent and the other lenders from time to time party thereto, (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 Parties agree as follows:

1. 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, but excluding 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;
- ⇒ all Copyrights, Copyright Licenses, and Copyright applications, 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. 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.

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3. OUR RIGHT TO SUE

Upon the occurrence and during the continuance of 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 We may reasonably request to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our reasonable and documented costs and expenses, including reasonable and documented 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 reasonably request, and take all further action 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 (other than inchoate indemnification or reimbursement obligations or other obligations which, by their terms, survive termination of the Loan Documents) 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, You have duly executed this Agreement as of the date first set forth above.

You: **PLACEMAKR, INC.**
Signature:  DocuSigned by:
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Print Name: Jason Fudin
Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between PLACEMAKR, INC. as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Publication Date	Patent Number
None.		

PATENT APPLICATIONS

Name	Application Date	Application Number
None.		

SCHEDULE B**To Plain English Intellectual Property Security Agreement
Between PLACEMAKR, INC. as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)****TRADEMARKS AND TRADEMARK APPLICATIONS****TRADEMARKS**

Name	Registration Date	Registration Number	Status
WHYHOTEL	August 13, 2019	5835759	Registered
WHYHOTEL (Stylized)	August 13, 2019	5835760	Registered
SPACES REIMAGINED	August 24, 2021	7081644	Registered
PLACEMAKR	August 24, 2021	7069499	Registered
WHYHOTEL	September 17, 2021	1109717	Registered
PLACEMAKR	August 24, 2022	018666279	Registered
PLACEMAKR	July 29, 2022	018658351	Registered
WHY Design 	July 20, 2017	016559296	Registered
WHYHOTEL Horizontal Design 	July 20, 2017	016559312	Registered
WHYHOTEL Vertical Design 	July 26, 2017	016559304	Registered
WHYHOTEL WHEN YOU CAN HAVE A PLACE LIKE HOME Design	July 21, 2017	016559321	Registered
PLACEMAKR	May 20, 2022	3757091	Registered
PLACEMAKR	July 15, 2022	UK00003761830	Registered
WHY Design	July 20, 2017	UK00916559296	Registered

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WHY

WHYHOTEL Horizontal July 20, 2017 UK00916559312 Registered
Design



WHY | HOTEL

WHYHOTEL Vertical July 26, 2017 UK00916559304 Registered

WHY
HOTEL

WHYHOTEL WHEN YOU CAN HAVE A PLACE LIKE HOME Design July 21, 2017 UK00916559321 Registered

TRADEMARK APPLICATIONS

Name	Application Date	Application Number	Status
Placemakr	September 3, 2021	97975443	Published
PLACEMAKR	September 3, 2021	97011656	Pending
PLACEMAKR	February 9, 2022	97260543	Published
PLACEMAKR Design 	February 9, 2022	97260555	Pending
SMARTER WAY TO STAY	February 28, 2022	97286941	Published
SPACES REIMAGINED	February 9, 2022	97260547	Application allowed
SPACES REIMAGINED	September 3, 2021	97011660	Application allowed
WHY HOTEL WHEN YOU CAN HAVE A PLACE LIKE HOME	May 10, 2021	90700704	Application allowed
PLACEMAKR	February 23, 2022	2168143	Pending
PLACEMAKR Design 	February 23, 2022	2168142	Pending

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between PLACEMAKR, INC., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

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.		

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