

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BillGO, Inc.		12/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OCEAN II PLO LLC		
Street Address:	800 Menlo Avenue		
Internal Address:	Suite 210		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	6980493	BILLGO	
Registration Number:	6479187	BILLGO	
Serial Number:	90487078	BILLGO	
Serial Number:	90487130	BILLGO	
Serial Number:	90487254	BILLGO	
Serial Number:	90487306	BILLGO	
Serial Number:	90487354	BILLGO	
Serial Number:	90475704	BILLGO. THE NEW WAY TO BILL PAY.	
Serial Number:	90475789	BILLGO. THE NEW WAY TO BILL PAY.	
Serial Number:	90475940	BILLGO. THE NEW WAY TO BILL PAY.	
Serial Number:	90475850	BILLGO. THE NEW WAY TO BILL PAY.	
Serial Number:	90475896	BILLGO. THE NEW WAY TO BILL PAY.	
Registration Number:	6067863	FUSEPATH	
Registration Number:	5539152	FUSEPAY	
Registration Number:	6067862	FUSETRACK	
Serial Number:	90492498		
Serial Number:	90492598		
Serial Number:	90492674		

CH \$690.00 6980493

Property Type	Number	Word Mark
Serial Number:	90492721	
Serial Number:	90492750	
Serial Number:	87782663	PAPER IS FOR POETRY, NOT PAYMENTS
Registration Number:	5577208	PRISM
Serial Number:	90475674	THE NEW WAY TO BILL PAY
Serial Number:	90475821	THE NEW WAY TO BILL PAY
Serial Number:	90475735	THE NEW WAY TO BILL PAY
Serial Number:	90475922	THE NEW WAY TO BILL PAY
Serial Number:	90475871	THE NEW WAY TO BILL PAY

CORRESPONDENCE DATA

Fax Number: 3146673633

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.

Phone: 314-552-6077

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Shoko Naruo

Address Line 1: Thompson Coburn LLP

Address Line 2: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	71363-233012
NAME OF SUBMITTER:	Shoko Naruo
SIGNATURE:	/Shoko Naruo/
DATE SIGNED:	01/23/2024

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of December 29, 2023 by and between **OCEAN II PLO LLC**, a California limited liability company, with an office at 800 Menlo Avenue, Suite 210, Menlo Park, CA 94025, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, "Agent"), and **BillGO, Inc.**, a Delaware corporation, with its principal place of business located at 3003 East Harmony Road, Suite 500, Fort Collins, Colorado 80528 ("Grantor").

RECITALS

A. Lenders have agreed to make a certain advance of money and to extend certain financial accommodations (the "Loan") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Agent, the Lenders, Grantor and BillGO MT, Inc., a Delaware corporation ("BillGO MT"; together with Grantor, each a "Borrower" and collectively the "Borrowers"), dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loan to the Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Borrowers to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of 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 the Borrowers' obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Borrowers' obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of 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 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 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 Grantor connected with and symbolized by such trademarks (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, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law), 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, extensions, 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 term “Intellectual Property Collateral” shall not include any intent-to-use Trademarks or applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

2. Recordation. 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.

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

4. 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.

5. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of facsimile, photocopy, scan by e-mail delivery of a “.pdf” format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et seq., such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desire to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. Governing Law. California law governs this Agreement without regard to principles of conflicts of law. Each of Grantor and Agent submit to the exclusive jurisdiction of the State and Federal courts in the County of San Mateo, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to such party at the address set forth in, or subsequently provided by such party in accordance with, Section 7 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of a party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

9. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND AGENT WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED TRANSACTION UNDER THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

10. Judicial Reference. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of San Mateo

County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in San Mateo County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the San Mateo, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

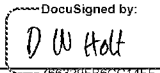
11. Scope of Authority. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[Remainder of the page intentionally left blank. Signature page to 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:

BillGO, Inc., a Delaware corporation

By:  _____
Name: Daniel W. Holt
Title: Chief Executive Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company
II, LP, a Delaware limited partnership
Its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
Its General Partner

By: _____
Name: Kai Tse
Title: Managing Member

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:

BILLGO, Inc., a Delaware corporation

By: _____
Name: Daniel W. Holt
Title: Chief Executive Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company
II, LP, a Delaware limited partnership
Its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
Its General Partner

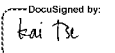
By:  _____
Name: Kai Tse
Title: Managing Member

EXHIBIT A
COPYRIGHTS

NONE.

EXHIBIT B

PATENTS

(see attached)






	<u>Owner</u>	<u>Title</u>	<u>Serial No. / Registration No. / Jurisdiction</u>	<u>Filing Date / Registration Date</u>	<u>Status</u>
1.	BillGO, Inc.	BILL PAYMENT INFRASTRUCTURE FOR BILL SPLITTEES	15/359,604 N/A United States	NOV. 22, 2016 N/A	Pending
2.	BillGO, Inc.	CUSTOMER- MERCHANT INTERMEDIARY	15/810,036 11,423,369 United States	NOV. 11, 2017 AUG 23, 2022	Registered
3.	BillGO, Inc.	TRANSACTION SCHEDULING FOR A USER DATA CACHE BY ASSESSING UPDATE CRITERIA	16/040,706 10,915,354 United States	JULY 20, 2018 FEB 9, 2021	Registered
4.	BillGO, Inc.	TRANSACTION SCHEDULING FOR A USER DATA CACHE BY ASSESSING UPDATE CRITERIA	17/169,844 N/A United States	FEB. 8, 2021 N/A	Pending
5.	BillGO, Inc.	ELECTRONIC COMMUNICATION AND TRANSACTION PROCESSING	17/546,733 N/A United States	DEC. 9, 2021 N/A	Pending
6.	BillGO, Inc.	VIRTUAL TRANSACTION MANAGEMENT	17/809,875 N/A United States	JUNE 29, 2022 N/A	Pending
7.	BillGO, Inc.	TRANSACTION HEALTH MONITORING AND FAULT- TOLERANT ROUTING	17/809,881 N/A United States	JUNE 29, 2022 N/A	Pending
8.	BillGO, Inc.	PHOTO-BASED WORKFLOW INITIATION	63/383,009 N/A United States	NOV. 9, 2022 N/A	Pending

EXHIBIT C

TRADEMARKS

(see attached)

	<u>Owner</u>	<u>Mark</u>	<u>Serial No. / Registration No. / Jurisdiction</u>	<u>Filing Date / Registration Date</u>	<u>Status</u>
1.	BillGO, Inc.	BILLGO	87/105,234 6,980,493 United States	July 15, 2016 February 14, 2023	Registered
2.	BillGO, Inc.	BILLGO	87/078,094 6,479,187 United States	June 21, 2016 September 7, 2021	Registered
3.	BillGO, Inc.	BILLGO	90/487,078 N/A United States	January 25, 2021 N/A	Pending
4.	BillGO, Inc.	BILLGO	90/487,130 N/A United States	January 25, 2021 N/A	Pending
5.	BillGO, Inc.	BILLGO	90/487,254 N/A United States	January 25, 2021 N/A	Pending
6.	BillGO, Inc.	BILLGO	90/487,306 N/A United States	January 25, 2021 June 28, 2022	Registered
7.	BillGO, Inc.	BILLGO	90/487,354 N/A United States	January 25, 2021 N/A	Pending
8.	BillGO, Inc.	BILLGO. THE NEW WAY TO BILL PAY.	90/475,704 N/A United States	January 19, 2021 N/A	Pending
9.	BillGO, Inc.	BILLGO. THE NEW WAY TO BILL PAY.	90/475,789 N/A United States	January 19, 2021 N/A	Pending
10.	BillGO, Inc.	BILLGO. THE NEW WAY TO BILL PAY.	90/475,940 N/A United States	January 19, 2021 N/A	Pending
11.	BillGO, Inc.	BILLGO. THE NEW WAY TO BILL PAY.	90/475,850 N/A United States	January 19, 2021 N/A	Pending
12.	BillGO, Inc.	BILLGO. THE NEW WAY TO BILL PAY.	90/475,896 N/A United States	January 19, 2021 N/A	Pending
13.	BillGO, Inc.	FUSEPATH	88/663,276 6,067,863 United States	October 22, 2019 June 2, 2020	Registered

14.	BillGO, Inc.	FUSEPAY	87/673,334 5,539,152 United States	November 6, 2017 August 14, 2018	Registered
15.	BillGO, Inc.	FUSETRACK	88/663,274 6,067,862 United States	October 22, 2019 June 2, 2020	Registered
16.	BillGO, Inc.	Jewel Logo 	90/492,498 N/A United States	January 27, 2021 N/A	Pending
17.	BillGO, Inc.	Jewel Logo 	90/492,598 N/A United States	January 27, 2021 N/A	Pending
18.	BillGO, Inc.	Jewel Logo 	90/492,674 N/A United States	January 27, 2021 N/A	Pending
19.	BillGO, Inc.	Jewel Logo 	90/492,721 N/A United States	January 27, 2021 N/A	Pending
20.	BillGO, Inc.	Jewel Logo 	90/492,750 N/A United States	January 27, 2021 N/A	Pending
21.	BillGO, Inc.	PAPER IS FOR POETRY, NOT PAYMENTS	87/782,663 N/A United States	February 2, 2018 September 21, 2021	Registered
22.	BillGO, Inc.	PRISM	87/657,852 5,577,208 United States	October 24, 2017 October 2, 2018	Registered
23.	BillGO, Inc.	THE NEW WAY TO BILL PAY	90/475674 N/A United States	January 19, 2021 N/A	Pending
24.	BillGO, Inc.	THE NEW WAY TO BILL PAY	90/475821 N/A United States	January 19, 2021 N/A	Suspended
25.	BillGO, Inc.	THE NEW WAY TO BILL PAY	90/475735 N/A United States	January 19, 2021 N/A	Pending

26.	BillGO, Inc.	THE NEW WAY TO BILL PAY	90/475922 N/A United States	January 19, 2021 N/A	Pending
27.	BillGO, Inc.	THE NEW WAY TO BILL PAY	90/475871 N/A United States	January 19, 2021 N/A	Pending

EXHIBIT D

MASK WORKS

NONE.