

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENSEI, INC.	FORMERLY SENSEI, LLC, a Florida limited liability company	01/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KLS DIVERSIFIED MASTER FUND L.P.		
Street Address:	452 5TH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4032417	FORK THIS	
Registration Number:	4032416	FORK THIS!	
Registration Number:	3808507	I	
Registration Number:	3790984	I	
Registration Number:	5029494	SENSEI ENGAGE	
Registration Number:	5029493	SENSEI ENGAGE	
Registration Number:	3548350	SENSEI	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329476-101 SENSEI		

CH \$190.00 4032417

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	01/12/2017
Total Attachments: 6 source=KLS - SENSEI - Intellectual Property Security Agreement (executed)#page1.tif source=KLS - SENSEI - Intellectual Property Security Agreement (executed)#page2.tif source=KLS - SENSEI - Intellectual Property Security Agreement (executed)#page3.tif source=KLS - SENSEI - Intellectual Property Security Agreement (executed)#page4.tif source=KLS - SENSEI - Intellectual Property Security Agreement (executed)#page5.tif source=KLS - SENSEI - Intellectual Property Security Agreement (executed)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 9, 2017 by and between KLS DIVERSIFIED MASTER FUND L.P., a Delaware limited partnership (“Holder”) and SENSEI, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Grantor has issued to Holder that certain Secured Convertible Promissory Note, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Note”; capitalized terms used herein are used as defined in the Note).

B. Pursuant to the terms of the Note, Grantor has granted to Holder 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 its obligations under the Note and all other agreements now existing or hereafter arising between Grantor and Holder, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note and under any other agreement now existing or hereafter arising between Grantor and Holder, Grantor grants and pledges to Holder a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Holder under the Note. The rights and remedies of Holder with respect to the security interest granted hereby are in addition to those set forth in the Note and the other Note Documents, and those which are now or hereafter available to Holder as a matter of law or equity. Each right, power and remedy of Holder provided for herein or in the Note or any of the Note 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 Holder of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Holder, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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:

Address of Grantor:

SENSEI, INC.

2600 South Shore Blvd., Suite 300
League City, TX 77573

By: Sean McDevitt
Name: Sean McDevitt
Title: Chairman and CEO

Attn: Alex Furer

HOLDER:

Address of Holder:

KLS DIVERSIFIED MASTER FUND L.P.

452 5th Avenue
New York, NY 10018

By: KLS Diversified Asset Management LP

Attn: Michael Zarrilli

By: _____
Name: Michael Zarrilli
Title: COO

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:

Address of Grantor:

SENSEL, INC.

2600 South Shore Blvd., Suite 300
League City, TX 77573

By: _____
Name: _____
Title: _____


Attn: _____

HOLDER:

Address of Holder:

KLS DIVERSIFIED MASTER FUND L.P.

452 5th Avenue
New York, NY 10018

By: KLS Diversified Asset Management LP
By: 
Name: Michael Zarrilli
Title: COO

Attn: Michael Zarrilli

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
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None.

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
FORK THIS	4,032,417	09/27/11
FORK THIS	4,032,416	09/27/11
<DESIGN>	3,808,507	06/22/10
<DESIGN>	3,790,984	05/18/10
SENSEI ENGAGE	5,029,494	08/30/16
SENSEI ENGAGE	5,029,493	08/30/16
SENSEI	3,548,350	12/16/06