

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANSIFEX LIMITED		01/09/2017	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	TOBA CAPITAL VENTURES SERIES OF TOBA CAPITAL LLC		
Street Address:	2560 E. CHAPMAN AVENUE, SUITE 173		
Internal Address:	C/O RICKMEYER & ASSOCIATES, INC.		
City:	ORANGE		
State/Country:	CALIFORNIA		
Postal Code:	92869		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ROB MEINHARDT		
Street Address:	412 CLAREMONT WAY		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4926107	TRANSIFEX	
Registration Number:	4926108	TRANSIFEX LIVE	
Serial Number:	86650933	TRANSIFEX MESH	
CORRESPONDENCE DATA			
Fax Number:	8457043488		
<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:	415-963-4383		
Email:	asauther@vlplawgroup.com		
Correspondent Name:	VLP LAW GROUP LLP / C. E. LA CHANCE		
Address Line 1:	555 BRYANT STREET, SUITE 820		
Address Line 4:	PALO ALTO, CALIFORNIA 94301		

OP \$90.00 4926107

NAME OF SUBMITTER:	Amy E. Sauther
SIGNATURE:	/Amy E. Sauther/
DATE SIGNED:	01/20/2017
Total Attachments: 8 source=2017-01-09 Transifex Patent and Trademark Security Agreement#page1.tif source=2017-01-09 Transifex Patent and Trademark Security Agreement#page2.tif source=2017-01-09 Transifex Patent and Trademark Security Agreement#page3.tif source=2017-01-09 Transifex Patent and Trademark Security Agreement#page4.tif source=2017-01-09 Transifex Patent and Trademark Security Agreement#page5.tif source=2017-01-09 Transifex Patent and Trademark Security Agreement#page6.tif source=2017-01-09 Transifex Patent and Trademark Security Agreement#page7.tif source=2017-01-09 Transifex Patent and Trademark Security Agreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (“**Patent and Trademark Security Agreement**”), dated as of January 9, 2017, is made by Transifex Limited, an exempted company incorporated under the laws of the Cayman Islands (the “**Grantor**”), in favor of each of (i) Toba Capital Ventures Series, a series of Toba Capital LLC, a Delaware limited liability company and (ii) Rob Meinhardt, each of whom is a secured party under the Purchase Agreement and Notes referred to below (each a “**Secured Party**”).

WHEREAS, the Grantor has entered into a Note Purchase Agreement and promissory notes dated as of January 9, 2017 (the “**Purchase Agreement and Notes**”) with each Secured Party and other holders of the Notes (the “**Noteholders**”) party thereto.

WHEREAS, as a condition precedent to the purchasing of the Notes by the Noteholders under the Purchase Agreement, the Grantor has executed and delivered to the Noteholders that certain Security Agreement dated as of January 9, 2017 made by and among the Grantor and the Noteholders (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Noteholders a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent and Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with each Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to each Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Patent Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Patent and Trademark Security Agreement upon request by either Secured Party.

3. Note Documents. This Patent and Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of each Secured Party with respect to the Patent Collateral are as provided by the Purchase Agreement and the Notes, the Security Agreement and related documents, and nothing in this Patent and Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent and Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent and Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

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

6. Governing Law. This Patent and Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent and Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRANSIFEX LIMITED,
an exempted company incorporated
under the laws of the Cayman Islands

By: D. Glezos

Name: Dimitrios Glezos

Title: CEO

Address for Notices:
1050 Chestnut Street, Suite 203
Menlo Park, CA 94025
Attention: Chief Executive Officer

AGREED TO AND ACCEPTED:

**TOBA CAPITAL VENTURES SERIES
OF TOBA CAPITAL LLC**

By: Toba Capital Management, LLC
Its: Manager

By: _____

Name: Vincent C. Smith
Title: Managing Member

Address for Notices:
c/o Rickmeyer & Associates, Inc.
2560 E. Chapman Avenue, Suite 173
Orange, CA 92869
Attn: Vincent C. Smith and Brinkley Morse

AGREED TO AND ACCEPTED:

ROB MEINHARDT

Address for Notices:
412 Claremont Way
Menlo Park, CA 94025

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TRANSIFEX LIMITED,
an exempted company incorporated
under the laws of the Cayman Islands

By: _____
Name: _____
Title: _____

Address for Notices:
1050 Chestnut Street, Suite 203
Menlo Park, CA 94025
Attention: Chief Executive Officer

AGREED TO AND ACCEPTED:

**TOBA CAPITAL VENTURES SERIES
OF TOBA CAPITAL LLC**

By: Toba Capital Management, LLC
Its: Manager

By: *Vincent C. Smith*
Name: Vincent C. Smith
Title: Managing Member

Address for Notices:
c/o Rickmeyer & Associates, Inc.
2560 E. Chapman Avenue, Suite 173
Orange, CA 92869
Attn: Vincent C. Smith and Brinkley Morse

AGREED TO AND ACCEPTED:

ROB MEINHARDT

Address for Notices:
412 Claremont Way
Menlo Park, CA 94025

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By: _____
Name: _____
Title: _____

Address for Notices:
1050 Chestnut Street, Suite 203
Menlo Park, CA 94025
Attention: Chief Executive Officer

AGREED TO AND ACCEPTED:

**TOBA CAPITAL VENTURES SERIES
OF TOBA CAPITAL LLC**

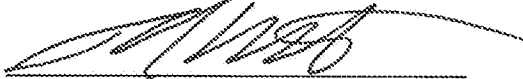
By: Toba Capital Management, LLC
Its: Manager

By: _____
Name: Vincent C. Smith
Title: Managing Member

Address for Notices:
c/o Rickmeyer & Associates, Inc.
2560 E. Chapman Avenue, Suite 173
Orange, CA 92869
Attn: Vincent C. Smith and Brinkley Morse

AGREED TO AND ACCEPTED:

ROB MEINHARDT



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Menlo Park, CA 94025

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

<u>Title</u>	Application No. Publication No. <u>Patent No.</u>	Application Date Publication Date <u>Issue Date</u>
CONTENT LOCALIZATION	14272417 20150324336A1 Not Applicable	7 May 2014 12 November 2015 Not Applicable

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Title</u>	<u>Application No.</u> <u>Registration No.</u>
TRANSIFEX	86645149 4926107
TRANSIFEX LIVE	86645153 4926108
TRANSIFEX MESH	86650933 (Status: Dead) Not Applicable