

FORM PTO-1594  
OF COMMERCE  
(Rev. 07/05)

## RECORDATION FORM COVER SHEET

United States Patent and Trademark

Office

OMB No. 0651-0027 (exp. 06/30/2008)

## TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

Wickr Inc.  
20 California Street, Suite 250,  
San Francisco, CA 94111

- Individual(s)                       Association  
 General Partnership               Limited Partnership

- Corporation-State: DE  
 Other

Additional name(s) of conveying parties attached?  Yes  No

## 2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached?  Yes  No

Name: Silicon Valley Bank

Internal Address: HF150

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA

Zip: 95054

- Association    Citizenship  
 General Partnership    Citizenship  
 Limited Partnership    Citizenship  
 Corporation    Citizenship : United States, CA  
 Other    Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

## 3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 12/07/2017

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other :

## 4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit C

See attached Exhibit C

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany      State: NY      ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cls-uds@albanys@woiterskluwer.com

## 6. Total number of applications and registrations involved: 13


## 7. Total fee (37 CFR 2.6 (b)(6) &amp; 3.41): \$340.00

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

## 8. Payment Information:

a. Credit Card    Last 4 Numbers 6974  
Expiration Date 3/21b. Deposit Account Number  
Authorized User Name

9. Signature.




  
 Signature  
 Joseph D. Borgman  
 Name of Person Signing

12-12-17

Date

Total number of pages including cover sheet, attachments, and document:

Exhibit C

Drawing	IP office name	Application #	Application date	Registration #	Details	Class
SPHERICALITY AS A SERVICE	USPTO	8555707	8-4-2015		details <a href="https://www.uslegal.com/docketing/44/wprn2pek1">https://www.uslegal.com/docketing/44/wprn2pek1</a>	009,082
WICKRONDEMAND	USPTO	86701806	7-22-2015		details <a href="https://www.uslegal.com/docketing/44/CahD8ak1">https://www.uslegal.com/docketing/44/CahD8ak1</a>	009
WICKRSECURE	USPTO	86704793	7-22-2015		details <a href="https://www.uslegal.com/docketing/44/W142cm11">https://www.uslegal.com/docketing/44/W142cm11</a>	009
LEAVE NO TRACE	USPTO	85973549	6-29-2013	4478121	details <a href="https://www.uslegal.com/docketing/45/CYhgC7gP1">https://www.uslegal.com/docketing/45/CYhgC7gP1</a>	009
WICKR	USPTO	85973548	6-29-2013	4478120	details <a href="https://www.uslegal.com/docketing/45/W142cm11">https://www.uslegal.com/docketing/45/W142cm11</a>	009
ESCAPE THE INTERNET	USPTO	86052095	8-30-2013	4581756	details <a href="https://www.uslegal.com/docketing/45/X7o5pM1">https://www.uslegal.com/docketing/45/X7o5pM1</a>	009
	USPTO	86212481	3-6-2014	4613786	details <a href="https://www.uslegal.com/docketing/46/E7E77nK1">https://www.uslegal.com/docketing/46/E7E77nK1</a>	009
POWER TO THE PEOPLE	USPTO	86209679	3-3-2014	4750638	details <a href="https://www.uslegal.com/docketing/46/v55d87R1">https://www.uslegal.com/docketing/46/v55d87R1</a>	009
	USPTO	86630909	11-04-2015	5038027	details <a href="https://www.uslegal.com/docketing/7A/X2H5kV7">https://www.uslegal.com/docketing/7A/X2H5kV7</a>	009
e-SCIF	USPTO	86928608	3-3-2016	5143637	details <a href="https://www.uslegal.com/docketing/48/H02s74381">https://www.uslegal.com/docketing/48/H02s74381</a>	009,040
WICKR	USPTO	87228891	11-7-2016	5222802	details <a href="https://www.uslegal.com/docketing/45/4e8rn7Q1">https://www.uslegal.com/docketing/45/4e8rn7Q1</a>	042
	USPTO	87298112	12-4-2016	5267781	details <a href="https://www.uslegal.com/docketing/47/mC4J8e1d1">https://www.uslegal.com/docketing/47/mC4J8e1d1</a>	040
WICKR	WIPO (PARI)	1251909	4-16-2015	1251909	details <a href="https://www.uslegal.com/docketing/45/v4N811e6">https://www.uslegal.com/docketing/45/v4N811e6</a>	9

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and WICKR INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 or 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, 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");

(f) 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;

(g) 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;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(i) 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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. Governing Law. This 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 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).

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:

WICKR, INC.  
DocuSigned by:



By: Joel Wallenstrom

Title: President/CEO

BANK:

SILICON VALLEY BANK  
DocuSigned by:



By: Michael Meier

Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

**EXHIBIT B****Patents****LIST OF ISSUED US PATENTS**

<b>Application No.</b>	<b>Country</b>	<b>Description/Title</b>	<b>Issue Date</b>
7,593,354	US	Method and System for Low Latency High Quality Music Conferencing	22-Sep-2009
8,060,560	US	System and Method for Pervasive Computing	15-Nov-2011
8,171,154	US	Method and System for Low Latency Transfer Protocol	1-May-2012
8,225,127	US	Method and System for Precise Synchronization of Audio and Video Streams During a Distributed Communication Session with Multiple Participants	17-Jul-2012
8,234,398	US	Method and System for Low Latency Transfer Protocol	31-Jul-2012
8,429,704	US	System Architecture and Methods for Composing and Directing Participant Experiences	23-Apr-2013
8,458,328	US	Method and System for Data Packet Queue Recovery	4-Jun-2013
8,463,677	US	System Architecture and Method for Experiential Computing	11-Jun-2013
8,527,654	US	Method and System for Low Latency Transfer Protocol	3-Sep-2013
8,549,167	US	Just-in-Time Transcoding of Application Content	1-Oct-2013
8,571,956	US	System Architecture and Methods for Composing and Directing Participant Experiences	29-Oct-2013
8,625,805	US	Digital Security Bubble	7-Jan-2014
8,645,741	US	Method and System for Predicting a Latency Spike Category of Audio and Video Streams to Adjust a Jitter Buffer Size Accordingly	4-Feb-2014
8,667,166	US	Method and System for Resource-Aware Dynamic Bandwidth Control	4-Mar-2014
8,689,115	US	Method and System for Distributed Computing Interface	1-Apr-2014
8,707,454	US	Multi Party Messaging	22-Apr-2014
8,789,121	US	System Architecture and Method for Composing and Directing Participant Experiences	22-Jul-2014
8,954,726	US	Digital Security Bubble	10-Feb-2015
8,959,141	US	System and Method for Pervasive Computing	17-Feb-2015
8,994,779	US	Information Mixer and System Control for Attention Management	13-Mar-2015
9,049,033	US	Information Mixer and System Control for Attention Management	2-Jun-2015
9,083,529	US	Multi Party Messaging	14-Jul-2015
9,285,981	US	Discouraging Screen Capture	15-Mar-2016
9,379,900	US	Information Mixer and System Control for Attention Management	28-Jun-2016

<u>Application No.</u>	<u>Country</u>	<u>Description/Title</u>	<u>Issue Date</u>
9,557,817	US	Recognizing Gesture Inputs Using Distributed Processing of Sensor Data from Multiple Sensors	31-Jan-2017
9,584,316	US	Digital Security Bubble	28-Feb-2017
9,584,493	US	Decentralized Authoritative Messaging	28-Feb-2017
9,584,530	US	In-band Identity Verification and Man-in-the-Middle Defense	28-Feb-2017
9,590,956	US	Decentralized Authoritative Messaging	7-Mar-2017
9,590,958	US	Secure File Transfer	7-Mar-2017
9,591,479	US	Secure Telecommunications	7-Mar-2017
9,596,079	US	Secure Telecommunications	14-Mar-2017
9,602,477	US	Secure File Transfer	21-Mar-2017
9,621,941	US	Systems And Methods For Providing An Interactive Experience For People In A Vehicle Environment	11-Apr-2017
9,628,449	US	Multi Party Messaging	18-Apr-2017
9,654,288	US	Securing Group Communications	16-May-2017
9,654,813	US	Method And System For Synchronized Multi-Venue Experience And Production	16-May-2017
9,667,417	US	Digital Security Bubble	30-May-2017
9,673,973	US	Decentralized Authoritative Messaging	6-Jun-2017
9,698,976	US	Key Management And Dynamic Perfect Forward Secrecy	4-Jul-2017
9,716,714	US	In-Band Identity Verification And Man-In-The-Middle Defense	25-Jul-2017
9,729,227	US	Coordinating Devices To Estimate Distance, Relative Position, And Device Attitude	8-Aug-2017
9,729,315	US	Initialization And Registration Of An Application	8-Aug-2017
9,805,212	US	Secure File Transfer	31-Oct-2017
9,807,067	US	Decentralized Authoritative Messaging	31-Oct-2017
D701,514	US	Graphical User Interface for a Display Screen or Portion thereof	25-Mar-2014
D740,837	US	Display Screen or Portion thereof with Graphical User Interface	13-Oct-2015
2771785	CA	A Method and System for Pervasive Computing	05-Feb-2013



## LIST OF PENDING US APPLICATIONS


<u>Application No.</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date</u>
14/791,196	US	Digital Security Bubble	2-Jul-2015
15/496,187	US	Digital Security Bubble	25-Apr-2017
14/314,014	US	Digital Data Sanitization	24-Jun-2014
15/794,123	US	Digital Data Sanitization	26-Oct-2017
14/314,018	US	Secure Time-to-live	24-Jun-2014
14/314,021	US	Mutual Privacy Management	24-Jun-2014
14/871,948	US	Mutual Privacy Management	30-Sep-2015
14/677,258	US	Multi Party Messaging	2-Apr-2015
14/791,214	US	Encrypting and Transmitting Data	2-Jul-2015
15/452,210	US	Multi Party Messaging	7-Mar-2017
14/839,845	US	Discouraging Screen Capture	28-Aug-2015
14/989,688	US	Discouraging Screen Capture	6-Jan-2016
14/572,094	US	Secure Directory Services	16-Dec-2014
15/240,981	US	Key Management and Dynamic Perfect Forward Secrecy	18-Aug-2016
15/240,989	US	Key Management and Dynamic Perfect Forward Secrecy	18-Aug-2016
15/387,595	US	Key Management and Dynamic Perfect Forward Secrecy	21-Dec-2016
15/627,855	US	In-Band Identity Verification and Man-in-the-Middle Defense	20-Jun-2017
14/965,775	US	Securing Group Communications	10-Dec-2015
14/811,765	US	Enterprise Messaging Platform	28-Jul-2015
14/871,935	US	Secure Time-to-Live	30-Sep-2015
15/009,818	US	Secure Time-to-Live	28-Jan-2016
15/224,314	US	Providing Real-time Events to Applications	29-Jul-2016
14/990,699	US	Synchronizing and Restoring App Information	7-Jan-2016
15/587,553	US	Decentralized Authoritative Messaging	5-May-2017
15/633,047	US	Decentralized Authoritative Messaging	26-Jun-2017
15/718,114	US	Decentralized Authoritative Messaging	28-Sep-2017
15/224,341	US	Providing Real-time Events to Applications	29-Jul-2016
15/715,774	US	Secure File Transfer	26-Sep-2017
15/381,095	US	Secure Telecommunications	15-Dec-2016
15/381,093	US	Secure Telecommunications	15-Dec-2016
15/422,815	US	Secure File Transfer	2-Feb-2017
15/331,726	US	Peer Validation	21-Oct-2016
15/331,728	US	Controlling Access to Content	21-Oct-2016
15/447,741	US	Securely Transferring User Information Between Applications	2-Mar-2017
15/447,749	US	Securely Provisioning an Application with User Information	2-Mar-2017
15/647,569	US	Sending Secure Communications Using a Local Ephemeral Key Pool	12-Jul-2017
15/647,576	US	Generating Ephemeral Key Pools for Sending and Receiving Secure Communications	12-Jul-2017
15/647,577	US	Provisioning Ephemeral Key Pools for Sending and Receiving Secure Communications	12-Jul-2017

<u>Application No.</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date</u>
15/689,239	US	Federated Messaging	29-Aug-2017
15/689,247	US	Directory Lookup for Federated Messaging	29-Aug-2017
15/689,250	US	Transmitting an Encrypted Communication to a User in a Second Secure Communication Network	29-Aug-2017
15/689,253	US	Receiving an Encrypted Communication from a User in a Second Secure Communication Network	29-Aug-2017

EXHIBIT C

Trademarks

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Drawings	IP Office name	Application #	Application date	Registration #	Details	Status
STRIKINGLY AS A SERVICE	USPTO	87557021	8-4-2012		Details [http://www.uspto.gov/office/regist/rockinglyAS/USPTOCase2]	019, 042
WICKRONDEMAND	USPTO	8678186	7-22-2010		Details [http://www.uspto.gov/office/regist/WICKRONDEMAND/USPTOCase2]	006
WICKRSECURE	USPTO	86101743	7-23-2011		Details [http://www.uspto.gov/office/regist/WICKRSECURE/USPTOCase2]	007
LEAVE NO TRACE	USPTO	82972569	6-29-2012	6179121	Details [http://www.uspto.gov/office/regist/LEAVE-NO-TRACE/USPTOCase2]	004
WICKR	USPTO	85973508	8-29-2011	4428120	Details [http://www.uspto.gov/office/regist/WICKR/USPTOCase2]	009
ESCAPE THE INTERNET	USPTO	86992496	8-30-2012	6190720	Details [http://www.uspto.gov/office/regist/ESCAPE-THE-INTERNET/USPTOCase2]	010
	USPTO	86212684	5-4-2014	4613782	Details [http://www.uspto.gov/office/regist/Logo/USPTOCase2]	000
POWER TO THE PEOPLE	USPTO	86207677	5-5-2014	4746608	Details [http://www.uspto.gov/office/regist/POWER-TO-THE-PEOPLE/USPTOCase2]	010
//	USPTO	86860909	11-24-2012	5038027	Details [http://www.uspto.gov/office/regist//USPTOCase2]	011
e-SCIF	USPTO	86928008	7-9-2012	5143667	Details [http://www.uspto.gov/office/regist/e-SCIF/USPTOCase2]	009, 042
WICKR	USPTO	87298371	11-7-2014	5233802	Details [http://www.uspto.gov/office/regist/WICKR/USPTOCase2]	041
//	USPTO	87258112	12-4-2014	5257783	Details [http://www.uspto.gov/office/regist//USPTOCase2]	042
WICKR	WIPO (E/WHO)	1251909	8-14-2012	1251909	Details [http://www.uspto.gov/office/regist/WICKR/USPTOCase2]	9
	Canada (CA)	1724662	4-24-2011	764940204	Details [http://www.uspto.gov/office/regist/Canada/USPTOCase2]	012
	China (CN)	1251909	8-14-2012	1251909	Details [http://www.uspto.gov/office/regist/China/USPTOCase2]	5
	Japan (JP)	1251909	8-14-2012	1251909	Details [http://www.uspto.gov/office/regist/Japan/USPTOCase2]	7
	India (IN)	1251909	8-14-2012	1251909	Details [http://www.uspto.gov/office/regist/India/USPTOCase2]	9

Drawings	Trademark Name	Application #	Application date	Registration #	Details	Class
	Blue 286	1241907	4-26-2011	1241909	design device software application computer program	9
	Archie (SM)	1241908	4-26-2011	1241909	design device software application computer program	9
	Blue 287	1241909	4-26-2011	1241909	design device software application computer program	9

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None