

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Circle Internet Financial Limited		02/21/2018	Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4704781	CIRCLE	
<b>Registration Number:</b>	4714030		
<b>Registration Number:</b>	5281732	CIRCLE PAY	
<b>Registration Number:</b>	5387015	MONEY MESSAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>			
<b>Phone:</b>	703-760-7360		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	27292-164		
<b>NAME OF SUBMITTER:</b>	Max Phillip Zidel		
<b>SIGNATURE:</b>	/Max Phillip Zidel/		
<b>DATE SIGNED:</b>	02/21/2018		
<b>Total Attachments: 9</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of February 21, 2018 among SILICON VALLEY BANK ("Bank"), Pluto Holdings, Inc., a Delaware corporation (the "Borrower"), Circle Internet Financial, Inc., a Delaware corporation ("Circle"), Circle Internet Financial Limited, an Irish limited company (the "Parent"), and Circle Internet Financial Trading Company Limited, an Irish limited company ("Circle Trading") (each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "Loans") in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and between Bank and Borrower dated as of February 21, 2018 (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 Borrower, but only upon the condition, among others, that each 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 Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and the Guaranty, each Grantor has granted to Bank a security interest in all of such 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 respective obligations under the Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its respective obligations under the Loan Documents, each Grantor grants and pledges to Bank a security interest in all of such 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 such 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 such 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");

(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.

2. Recordation. Each 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. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such 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).

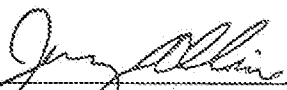
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

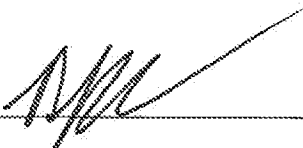
PLUTO HOLDINGS, INC.

By:   
Name: Jeremy Allaire  
Title: President


CIRCLE INTERNET FINANCIAL, INC.

By:   
Name: Jeremy Allaire  
Title: President  
Address: 99 High St., Suite 701, Boston, MA 02110

GIVEN under the common seal  
of CIRCLE INTERNET FINANCIAL  
LIMITED  
and delivered as a deed

  
Director

David Orfan  
Print Name

  
Director / Secretary / Authorised Signatory

Noah Spaulding  
Print Name

GIVEN under the common seal  
of CIRCLE INTERNET FINANCIAL  
TRADING COMPANY LIMITED  
and delivered as a deed

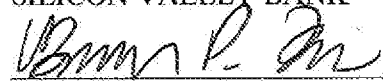
  
Director / Secretary / Authorised Signatory

Noah Spaulding  
Print Name

ny-1315544

BANK:

SILICON VALLEY BANK

A handwritten signature in cursive script, appearing to read "Brendan P. Quinn", written over a horizontal line.

By: Brendan P. Quinn

Title: Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>CIRCLE</b> (Registered, EU Intellectual Property Office)	012294741 / 012294741	April 1, 2014 / Nov. 8, 2013
<b>CIRCLE</b> (Registered, US Patent & Trademark Office)	4704781 / 86106343	March 17, 2015 / Oct. 31, 2013
<b>Circle Logo</b> (Registered, EUIPO)	012953451 / 012953451	Oct. 21, 2014 / June 10, 2014
<b>Circle Logo</b> (Registered, USPTO)	4714030 / 86288236	March 31, 2015 / May 21, 2014
<b>CIRCLE PAY</b> (Registered, EUIPO)	014966006 / 014966006	August 7, 2016 / Dec. 29, 2015
<b>CIRCLE PAY</b> (Registered, USPTO)	5281732 / 86681792	Sept. 5, 2017 / Jan. 6, 2016
<b>CIRCLE.COM</b> (Registered, EUIPO)	012294815 / 012294815	April 1, 2014 / Nov. 8, 2013
<b>CIRCLE CASH</b> (Registered, EUIPO)	012294781 / 012294781	April 1, 2014 / Nov. 8, 2013
<b>CIRCLE MERCHANT</b> (Registered, EUIPO)	012294856 / 012294856	April 1, 2014 / Nov. 8, 2013
<b>CIRCLE PAYMENTS</b> (Registered, EUIPO)	012294906 / 012294906	April 1, 2014 / Nov. 8, 2013
<b>CIRCLE TRANSFER</b> (Registered, EUIPO)	012294922 / 012294922	April 1, 2014 / Nov. 8, 2013
<b>CIRCLE WALLET</b> (Registered, EUIPO)	012294823 / 012294823	April 1, 2014 / Nov. 8, 2013
<b>MONEY MESSAGE</b> (Registered, USPTO)	5387015 / 86544522	January 23, 2018 / Feb. 24, 2015

*Note: All trademark applications filed and registrations held by Circle Internet Financial Limited.*

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.