

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIGURE EIGHT TECHNOLOGIES, INC.		05/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON		
Street Address:	240 GREENWICH STREET		
Internal Address:	FLOOR 7E		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3860137	CROWDFLOWER	
Serial Number:	87773104	FIGURE EIGHT	
CORRESPONDENCE DATA			
Fax Number:	6174287045		
<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:	6174280200		
Email:	patentadministrator@clarkelbing.com		
Correspondent Name:	Clark & Elbing LLP		
Address Line 1:	101 Federal street		
Address Line 2:	15th floor		
Address Line 4:	boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	TODD ARMSTRONG, PH.D.		
SIGNATURE:	/Todd Armstrong, Ph.D./		
DATE SIGNED:	05/07/2019		
Total Attachments: 3			
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SHORT-FORM TRADEMARKS SECURITY AGREEMENT

WHEREAS, FIGURE EIGHT TECHNOLOGIES, INC., a Delaware corporation (the "Corporation"), has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks and Trademark Applications, and the registrations and applications associated therewith;

WHEREAS, the Corporation has become party, pursuant to that certain Joinder Agreement dated 2 May 2019 (the "Joinder Agreement") in favor of the Secured Party (as defined below), to that certain General Security Agreement – Target Group dated as of 7 December 2017 (as modified from time to time, including by the Joinder Agreement, the "Security Agreement") among the grantors party thereto, as Grantors (as defined in the Security Agreement) and The Bank of New York Mellon, in its capacity as security trustee, as Secured Party (as so defined);

WHEREAS, pursuant to the Security Agreement, the Grantors and the Corporation granted certain security interests in favor of the Secured Party for the benefit of the Secured Creditors (as defined in the Security Agreement); and

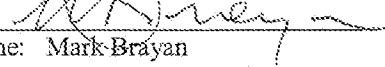
WHEREAS, pursuant to the Security Agreement, the Corporation has agreed with the Secured Party to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation hereby grants to the Secured Party for the benefit of the Secured Creditors, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Corporation that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks and Trademark Applications, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: May 2, 2019

[Signature Page Follows]

FIGURE EIGHT TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: Mark Brayan
Title: Chief Executive Officer

[EXECUTION PAGE FOR SHORT-FORM TRADEMARKS SECURITY AGREEMENT]

SCHEDULE OF
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	APP DATE	APP NO	REG DATE	REG NO	CLASS	GOODS DESCRIPTION	STATUS
CROWDFLOWER	United States	Mar-1-2010	77947709	Oct-12-2010	3860137	42	Providing on-line non-downloadable project management software; providing on-line non-downloadable computer software, namely, software to identify and define the scope and components of work project tasks; providing on-line non-downloadable computer software for use in matching works with work task in an online marketplace and facilitating quality control of responses to such tasks; providing on-line non-downloadable computer software for matching requests for information or services with the requested information or service; on-line non-downloadable computer software for creating work instructions and work assignments directed to an on-demand workforce via the Internet and other computer or communications networks	Registered
FIGURE EIGHT	United States	Jan-26-2018	87773104	Pending	N/A	35	Providing an online searchable database featuring job postings, tasks and job opportunities; consulting services in the field of human resources and work outsourcing; business consultation services in the field of work projects and tasks; project management services; administration, management, implementation and coordination of human resources and work outsourcing; remote management of human resources and work outsourcing; providing an online website and computer database featuring information in the field of work outsourcing and for workers to provide services via the internet	Awaiting re-examination
FIGURE EIGHT	United States	Jan-26-2018	87773104	Pending	N/A	42	Software as a service (SaaS) services featuring software for uploading, collecting, categorizing, organizing, classifying, managing, controlling, revising, analyzing and utilizing data and multimedia; providing on-line non-downloadable project management software; providing on-line non-downloadable computer software, namely, software to identify and define the scope and components of work projects; providing on-line non-downloadable computer software for use in matching workers with work tasks in an online marketplace and facilitating quality control of responses to such tasks; providing on-line non-downloadable computer software for matching requests for information or services with the requested information or service; providing on-line non-downloadable computer software for creating and managing work instructions and work assignments utilizing artificial intelligence, machine learning and on-demand workforce; platform as a service (PaaS) featuring computer software platforms for use in database management, business process, task management, project management and work administration using artificial intelligence, machine learning and human resources; application service provider featuring application programming interface (API) software for exchange and integration of data; technical support services; help desk services; providing an online website featuring news, blog posts, new media content, ebooks, whitepapers, videos, other on-line content; Computer services, namely, providing a web site for others that automates events management information consisting of event information, calendar management features, links to third party sites and RSVP; providing a website featuring resources, namely, a website featuring non-downloadable publications in the nature of blog posts, ebooks, whitepapers, articles, videos and other on-line content in the field of task and project management and work administration using artificial intelligence, machine learning and work outsourcing	Awaiting re-examination

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