

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546717

<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>
NeighBorWho LLC		10/25/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NH Expansion Credit Fund Holdings LP		
<b>Street Address:</b>	1585 Broadway		
<b>Internal Address:</b>	39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87221424	NEIGHBORWHO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102843894		
<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>	4242393744		
<b>Email:</b>	susan.yates@btlaw.com		
<b>Correspondent Name:</b>	Susan Yates		
<b>Address Line 1:</b>	2029 Century Park E Ste 300		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Susan Yates		
<b>SIGNATURE:</b>	/Susan Yates/		
<b>DATE SIGNED:</b>	10/25/2019		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 25, 2019 (the "**Agreement**") between **NH EXPANSION CREDIT FUND HOLDINGS LP** ("**North Haven Expansion**"), as agent (in such capacity, the "**Agent**"), on behalf of the Holders (as defined below) and **NEIGHBORWHO LLC**, a Delaware limited liability company ("**Grantor**") is made with reference to the (i) Note and Warrant Purchase and Security Agreement, dated as of October 25, 2019 (as amended from time to time), among Agent, the Holders from time to time signatory thereto, including North Haven Expansion, North Haven Credit Partners II L.P. and North Haven Credit Partners III L.P. (each a "**Holder**" and collectively, the "**Holders**") and BeenVerified, Inc., a Delaware corporation and (ii) Third Party Security Agreement, dated as of October 25, 2019 (as amended from time to time, the "**Security Agreement**"), among Agent, Grantor and the other parties thereto. Terms defined in the Security Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. **Security Interest.** To secure the Guarantor Obligations under and as defined in the Security Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include Excluded Property.

2. **Rights Cumulative.** The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security Agreement, 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

3. **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 shall be governed by, and construed in accordance with, the laws of the United States of America and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**  
NEIGHBORWHO LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Josh Levy  
Title: Chief Executive Officer  
Address for Notices:  
Attn: Josh Levy  
48 W. 38<sup>th</sup> Street  
New York, NY 10018

**AGENT:**  
NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.  
Its: General Partner

By: MS Expansion Credit GP Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address for Notices:  
Attn: Debra Abramovitz  
1585 Broadway, 39th Floor  
New York, NY 10036

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT – NEIGHBORWHO]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


**GRANTOR:**  
NEIGHBORWHO, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address for Notices:  
Attn: \_\_\_\_\_  
48 W. 38<sup>th</sup> Street  
New York, NY 10018

**AGENT:**  
NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.  
Its: General Partner

By: MS Expansion Credit GP Inc.  
Its: General Partner

By:   
Name: WILLIAM T DEWALD  
Title: MANAGING DIRECTOR  
Address for Notices:  
Attn: Debra Abramovitz  
1585 Broadway, 39th Floor  
New York, NY 10036

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT -- NEIGHBORWHO]

**EXHIBIT A  
COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B  
TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
NEIGHBORWHO	87221424	5361117	-	10/31/2016



