

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proxibid, Inc.		05/13/2020	Corporation: NEBRASKA
Bidspotter, Inc.		05/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JU		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2949535	PROXIBID	
Registration Number:	4211211	AUCTIONBUILDER	
Registration Number:	4418146	MARKETGUARD	
Registration Number:	4428320	ASSET PATH	
Registration Number:	2894799	BIDSPOTTER	
Serial Number:	88373945	WAVEBID	
Serial Number:	88672402	POWEREDBY	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	294627		
NAME OF SUBMITTER:	Jean Paterson		

CH \$190.00 2949535

SIGNATURE:	/jep/
DATE SIGNED:	05/18/2020
Total Attachments: 6 source=5-14-2020 Proxibid-PT#page1.tif source=5-14-2020 Proxibid-PT#page2.tif source=5-14-2020 Proxibid-PT#page3.tif source=5-14-2020 Proxibid-PT#page4.tif source=5-14-2020 Proxibid-PT#page5.tif source=5-14-2020 Proxibid-PT#page6.tif	

**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of May 13, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of GLAS Trust Corporation Limited, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of May 13, 2020 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the occurrence of the Discharge Date and termination of the Pledge and Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 13 day of May, 2020.

GRANTORS:

BIDSPOTTER, INC.

By: John-Paul Savant
Name: John-Paul Savant
Title: Chief Executive Officer and President

PROXIBID, INC.

By: John-Paul Savant
Name: John-Paul Savant
Title: Chief Executive Officer and President

SECURITY AGENT:

GLAS TRUST CORPORATION LIMITED,
as Security Agent

By: _____

Name:
Title:

Emma Batchelor
Transaction Manager

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS



Serial No. or Patent No.; Patent Application No.	File Date	Issue Title	Inventor(s)	Country	Patent Holder
10,577,146; 15/942457	03/31/2018	Overbox Packaging System	McKewon; Casey Christopher	USA	Proxibid, Inc.

PATENT LICENSES

None.

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Registration No.	Country	Issue Date	Mark
2949535	USA	05/10/2005	PROXIBID
4211211	USA	09/18/2012	AUCTIONBUILDER
4418146	USA	10/15/2013	MARKETGUARD
4428320	USA	11/05/2013	ASSET PATH
008476641	EU	2/1/2010	BIDSPOTTER
008476665	EU	2/1/2010	
2523082	UK	11/13/2009	BIDSPOTTER
2523080	UK	11/27/2009	
2894799	USA	10/19/2004	BIDSPOTTER

TRADEMARK APPLICATIONS

Filing No.	Country	Filing Date	Mark
88373945	USA	04/05/2019; An amendment was filed on 01/16/2020.	WAVEBID
88672402	USA	10/29/2019	POWERED BY and Design

TRADEMARK LICENSES

1. Miscellaneous intercompany trademark licenses.