

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLAID INC.		07/14/2020	Corporation: DELAWARE
QUOVO, INC.		07/14/2020	Corporation: DELAWARE
RAMBLER TRELIS LLC		07/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	505 Howard Street, Floor 3		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4038989	QUOVO	
Registration Number:	4755482	PLAID	
Registration Number:	5044352	PLAID	
Registration Number:	5128315	PLAID	
Registration Number:	5621524	QUOVO	
Serial Number:	88728543	PLAID	
Serial Number:	88729069	PLAID	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$190.00 4038989

ATTORNEY DOCKET NUMBER:	1243194 TM
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	07/15/2020

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 14, 2020, by and among (a) **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, Floor 3, San Francisco, California 94105 ("Bank") and (b) (i) **PLAID INC.**, a Delaware corporation ("**Plaid**"), (ii) **QUOVO, INC.**, a Delaware corporation ("**Quovo**") and (iii) **RAMBLER TRELLIS LLC**, a Delaware limited liability company ("**Rambler**", and, together with Plaid and Quovo, jointly and severally, individually and collectively, "**Borrower**") each with its principal place of business located at 1098 Harrison St, San Francisco, California 94103 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 of its copyright rights, copyright applications, copyright registrations and like protections in each work of 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 of its trade secrets, and any and all of its intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all of its design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

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

(j) All of its 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 solely 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).

[Signature page follows.]

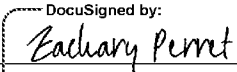
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

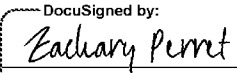
PLAID INC.

By  _____
DocuSigned by:
4CD609207B614B2...
Name: Zachary Perret
Title: Chief Executive Officer

QUOVO, INC.

By  _____
DocuSigned by:
4CD609207B614B2...
Name: Zachary Perret
Title: Chief Executive Officer

RAMBLER TRELIS LLC

By  _____
DocuSigned by:
4CD609207B614B2...
Name: Zachary Perret
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By  _____
DocuSigned by:
BCA55EB365164B0...
Name: Carley Brandt
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Country</u>
SYSTEM AND METHOD FOR PROGRAMMATICALLY ACCESSING FINANCIAL DATA	16/396505	2019-04-26	United States
SYSTEM AND METHOD FOR FACILITATING PROGRAMMATIC VERIFICATION OF TRANSACTIONS	16/800543	2020-02-25	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	16/688192	2019-11-19	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	16/688263	2019-11-19	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	2016321166	2018-03-07	Australia
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	2997115	2018-03-01	Canada
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	16844973.4	2018-03-08	Europe
PARAMETER-BASED COMPUTER EVALUATION OF USER ACCOUNTS BASED ON USER ACCOUNT DATA STORED IN ONE OR MORE DATABASES	15/159714	2016-05-19	United States
PARAMETER-BASED COMPUTER EVALUATION OF USER ACCOUNTS BASED ON USER ACCOUNT DATA STORED IN ONE OR MORE DATABASES	16/900052	2020-06-12	United States
SYSTEMS AND METHODS FOR ESTIMATING PAST AND PROSPECTIVE ATTRIBUTE VALUES ASSOCIATED WITH A USER ACCOUNT	15/160663	2016-05-20	United States
SECURE AUTHORIZATION OF ACCESS TO USER ACCOUNTS BY ONE OR MORE AUTHORIZATION MECHANISMS	16/570630	2018-09-13	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DISTRIBUTION OF AGGREGATED USER ACCOUNT DATA	16/384810	2019-04-15	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DISTRIBUTION OF AGGREGATED USER ACCOUNT DATA	PCT/US19/27548	2019-04-15	WIPO
BROWSER-BASED AGGREGATION	16/042147	2018-07-23	United States
DATA VERIFIED DEPOSITS	16/042618	2018-07-23	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	63/020260	2020-05-05	United States
SYSTEM AND METHOD OF FILTERING INTERNET TRAFFIC VIA CLIENT FINGERPRINT	16/730037	2019-12-30	United States
SYSTEM AND METHOD OF FILTERING INTERNET TRAFFIC VIA CLIENT FINGERPRINT	PCT/US19/68944	2019-12-30	WIPO
SYSTEM AND METHOD FOR MAINTAINING INTERNET ANONYMITY VIA CLIENT FINGERPRINT	16/880114	2020-05-21	United States
SYSTEM AND METHOD LINKING TO ACCOUNTS USING CREDENTIAL-LESS AUTHENTICATION	62/901266	2019-09-17	United States

SYSTEM AND METHOD FOR FACILITATING DIGITAL FINANCIAL TRANSFERS	62/949414	2019-12-17	United States
SYSTEM AND METHOD FOR ASSESSING FRAUD IN ACH TRANSFERS	62/949417	2019-12-17	United States
SYSTEM AND METHOD FOR PROGRAMMATICALLY ACCESSING FINANCIAL DATA	9,449,346	2016-09-20	United States
SYSTEM AND METHOD FOR PROGRAMMATICALLY ACCESSING FINANCIAL DATA	10,319,029	2019-06-11	United States
SYSTEM AND METHOD FOR FACILITATING PROGRAMMATIC VERIFICATION OF TRANSACTIONS	9,595,023	2017-03-14	United States
SYSTEM AND METHOD FOR FACILITATING PROGRAMMATIC VERIFICATION OF TRANSACTIONS	10,614,463	2020-04-07	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	10,003,591	2018-06-19	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	10,523,653	2019-12-31	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	10,104,059	2018-10-16	United States
SECURE PERMISSIONING OF ACCESS TO USER ACCOUNTS, INCLUDING SECURE DEAUTHORIZATION OF ACCESS TO USER ACCOUNTS	10,530,761	2020-01-07	United States

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Status</u>
PLAID	Argentina	3860823	Active
PLAID	Argentina	3860824	Active
PLAID	Argentina	3860825	Active
PLAID	Argentina	3860826	Active
PLAID	Australia	2058191	Active
PLAID	Australia	1780779	Registered
PLAID	Australia	1810958	Registered
PLAID	Brazil	919050786	Notice of Publication
PLAID	Brazil	919050794	Notice of Publication
PLAID	Brazil	919050808	Notice of Publication
PLAID	Brazil	919050816	Notice of Publication
PLAID	Brazil	919050824	Notice of Publication
PLAID and Design	Canada	1789772	Registered
PLAID	Canada	1811317	Registered
PLAID	Canada	2002612	Active
PLAID	Chile	1344989	Notice of Publication
PLAID	China	43980402	Active
PLAID	China	43980403	Active
PLAID	China	43980404	Active
PLAID	European Union	18168771	Notice of Publication
PLAID and Design	European Union	015603376	Registered
PLAID	European Union	016130635	Registered
PLAID	Hong Kong	305148207	Notice of Publication
PLAID	India	4382042	Notice of Publication
PLAID	India	4382043	Notice of Publication
PLAID	India	4382044	Notice of Publication
PLAID	India	4382045	Notice of Publication
PLAID	Japan	2019-162084	Active
PLAID	Korea - South	40-2019-198957	Active
PLAID	Mexico	2306731	Notice of Publication
PLAID	Mexico	2306732	Notice of Publication
PLAID	Mexico	2306735	Notice of Publication
PLAID	Mexico	2306736	Notice of Publication
PLAID and Design	New Zealand	1046737	Registered
PLAID	New Zealand	1055719	Registered
PLAID	New Zealand	1137126	Notice of Publication
PLAID	Nigeria	F/TM/O/2019/165080	Active
PLAID	Norway	201916737 308497	Registered
PLAID	Philippines	4-2019-509235	Active
PLAID	Singapore	40201927392U	Active
PLAID	South Africa	2019/36727	Active
PLAID	South Africa	2019/36728	Active

PLAID	South Africa	2019/36729	Active
PLAID	South Africa	2019/36730	Active
PLAID	United Kingdom	40201927392U	Active
PLAID	Philippines	4-2019-509235	Active
PLAID	Singapore	40201927392U	Active
PLAID	South Africa	2019/36727	Active
PLAID	South Africa	2019/36728	Active
PLAID	South Africa	2019/36729	Active
PLAID	South Africa	2019/36730	Active
PLAID	United Kingdom	40201927392U	Active
PLAID	Philippines	4-2019-509235	Active
PLAID	Singapore	40201927392U	Active
PLAID	South Africa	2019/36727	Active
PLAID	South Africa	2019/36728	Active
PLAID	South Africa	2019/36729	Active
PLAID	South Africa	2019/36730	Active
PLAID	United Kingdom	40201927392U	Active
PLAID	United Kingdom	3452256	Registered
PLAID	United States	88/728,543	Active
QUOVO	United States	77/784,956 4,038,989	Registered
PLAID	United States	86/433,425 4,755,482	Registered
PLAID	United States	86/870,906 5,044,352	Registered
PLAID	United States	87/071,232 5,128,315	Registered
QUOVO	United States	87/871,570 5,621,524	Registered
PLAID	United States	88/729,069	Active

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.