

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tradeshift Holdings Inc.		12/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WestRiver Innovation Lending Fund VIII, L.P., as Collateral Agent		
Street Address:	920 5th Avenue		
Internal Address:	Floor 34, Suite 3450		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5066033	CLOUDSCAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	12/23/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 15, 2020 by and between WESTRIVER INNOVATION LENDING FUND VIII, L.P., in its capacity as administrative agent and collateral agent for Investors (in such capacity, “Agent”) and TRADESHIFT HOLDINGS INC., a Delaware corporation (“Grantor”).

RECITALS

A. WESTRIVER INNOVATION LENDING FUND VIII, L.P. and WRG CO-INVEST LENDING II, LLC (collectively, the “Investors”) have agreed to extend credit to Grantor in exchange for a promissory note from Grantor in the amounts and manner set forth in those certain Subordinated Secured Convertible Promissory Notes issued by Grantor for the benefit of each Investor dated as of December 15, 2020 (as may be amended, modified or supplemented from time to time, the “Promissory Notes”) and in that certain Note Purchase Agreement among Grantor and Investors dated as of December 15, 2020 (as may be amended, modified or supplemented from time to time the “Note Purchase Agreement”, and together with the Promissory Notes, the “Note Documents”; capitalized terms used herein are used as defined in the Promissory Notes). The Promissory Notes are guaranteed by Tradeshift Inc., a Delaware corporation as set forth in the Guaranty (as defined in the Promissory Notes). Investors are willing to extend the credit evidenced by the Promissory Notes, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Note Documents.

B. Pursuant to the terms of that certain Security Agreement between Grantor and Agent dated as of December 15, 2020 (the “Security Agreement”), Grantor has granted to Agent 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 its obligations under the Note Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Note Documents, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property constituting Collateral (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 Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, reexaminations, 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 trademarks, servicemarks, trade names, domain names, trade dress and similar designators of source or goodwill, whether registered or not, applications to register and registrations of the same, 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 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, misappropriations, dilutions or violations of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said infringements, misappropriations, dilutions or violations of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the foregoing, including 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 foregoing, including 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. 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 Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement 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 Note Documents and the Security Agreement, which are hereby incorporated by reference. The provisions of the Note Documents and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by this Agreement, the Note Documents, the Security Agreement, and related documents, and nothing in this Agreement shall be deemed to limit any such rights and remedies arising under the Note Documents, the Security Agreement, and related documents.

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.

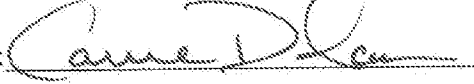
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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).

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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:

TRADESHIFT HOLDINGS INC.

By: 

Name: Carrie Dolan

Title: Chief Financial Officer

AGENT:

WESTRIVER INNOVATION LENDING FUND VIII, L.P.

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

TRADESHIFT HOLDINGS INC.

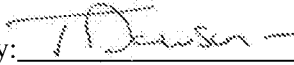
By: _____

Name: _____

Title: _____

AGENT:

WESTRIVER INNOVATION LENDING
FUND VIII, L.P.

By:  _____

Name: Trent Dawson _____

Title: CFO _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007143 FRAME: 0825

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Tradeshift Buy v. 1.0	TXu002193150	03/04/20
Tradeshift Go v. 1.0	TXu002192580	03/04/20
Tradeshift Pay v. 1.0	TXu002192549	03/04/20

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>
CLOUDSCAN	5066033	10/18/16
TRADESHIFT	4787765	8/11/2015

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None