

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM746871

<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>
DailyPay, Inc.		08/08/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Innovation Credit Growth Fund IX, L.P., as Agent		
<b>Street Address:</b>	c/o SVB Capital, 2770 Sand Hill Road		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6789081		
<b>Registration Number:</b>	6789083		
<b>Registration Number:</b>	6789082		
<b>Registration Number:</b>	6796491	DAILYPAY	
<b>Registration Number:</b>	6796487	DAILYPAY	
<b>Registration Number:</b>	6796482	DAILYPAY	
<b>Registration Number:</b>	6789072	DAILYPAY	
<b>Registration Number:</b>	6789084	DAILYPAY	
<b>Registration Number:</b>	6789085	DAILYPAY	
<b>Registration Number:</b>	5694980	DAILYPAY	
<b>Registration Number:</b>	5694981	DAILYPAY	
<b>Registration Number:</b>	6286355	PAYEX	
<b>Registration Number:</b>	6275684	PAYEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		

CH \$340.00 6789081

**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 401 B Street  
**Address Line 2:** Suite 1700  
**Address Line 4:** San Diego, CALIFORNIA 92101

<b>NAME OF SUBMITTER:</b>	Matt Schwartz
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	08/09/2022

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of August 8, 2022 by and between **INNOVATION CREDIT GROWTH FUND IX, L.P.**, a Delaware limited partnership (“**SVB Capital**”) and **DAILYPAY, INC.**, a Delaware corporation (“**Grantor**”).

**RECITALS**

A. SVB Capital 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 among SVB Capital and Grantor dated as of the date hereof (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). SVB Capital is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to SVB Capital 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 Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to SVB Capital 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, Grantor grants and pledges to SVB Capital 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 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 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, 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 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 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 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 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 amendments, extensions, renewals and extensions of any of the 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 SVB Capital.

3. Authorization. Grantor hereby authorizes SVB Capital 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 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 SVB Capital 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 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).

[Remainder of Page Intentionally Left Blank]

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.

Address:

DailyPay, Inc.  
55 Water Street  
New York, NY 10041  
Attn: Chief Financial Officer

GRANTOR:

DAILYPAY, INC.

By: DocuSigned by:  
*Scot Parnell*  
DA4DEA56489847F...

Name: Scot Parnell

Title: Chief Financial Officer

Address:

Innovation Credit Growth Fund IX, L.P.  
c/o SVB Capital  
2770 Sand Hill Road  
Menlo Park, CA 94025  
Attn: SVB Capital Finance and Operations

SVB CAPITAL:

INNOVATION CREDIT GROWTH FUND IX,  
L.P., as Agent  
By: SVB Innovation Credit Growth Partners IX,  
LLC, a  
Delaware limited liability company, its General  
Partner

By: DocuSigned by:  
*Craig Caikin*  
FC4DF00214604FD...

Name: Craig Caikin

Title: Senior Managing Director

EXHIBIT A

Copyrights

N/A.

EXHIBIT B

## Patents

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Methods and Apparatus for Constructing Machine Learning Models to Process User Data and Provide Advance Access to Payments	16/265,697	February 1, 2019	11,094,020	August 17, 2021
Methods and Apparatus for Constructing Machine Learning Models to Process User Data and Provide Advance Access to Payments	17/402,062	August 13, 2021		
System And Method For Selling A Product Through An Adaptable Purchase Interface	13/871,976	April 26, 2013	9,311,669	April 12, 2016
System And Method For Selling A Product Through An Adaptable Purchase Interface	14/255,268	April 17, 2014	9,436,961	September 6, 2016



EXHIBIT C

## Trademarks




Trademark	App No	App Date	Reg No	Reg Date	Status
	90823312	7/12/2021	6789081	07/12/2022	Registered
	90823428	7/12/2021	6789083	07/12/2022	Registered
	90823408	7/12/2021	6789082	07/12/2022	Registered
DAILYPAY	90823496	7/12/2021	6796491	07/19/2022	Registered
DAILYPAY	90823482	7/12/2021	6796487	07/19/2022	Registered
DAILYPAY	90823474	7/12/2021	6796482	07/19/2022	Registered
<i>daily pay.</i>	90821777	7/11/2021	6789072	07/12/2022	Registered
<i>daily pay.</i>	90823447	7/12/2021	6789084	07/12/2022	Registered
<i>daily pay.</i>	90823454	7/12/2021	6789085	07/12/2022	Registered
<i>daily pay</i>	87857619	3/30/2018	5694980	3/12/2019	Registered
<i>daily pay</i>	87857629	3/30/2018	5694981	3/12/2019	Registered
PAYEX	88912356	5/12/2020	6,286,355	3/9/2021	Registered
PAYEX	88912370	5/12/2020	6275684	2/23/2021	Registered

EXHIBIT D

Mask Works

N/A.