

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PADDLE.COM INC.		08/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC INNOVATION BANK LIMITED		
Street Address:	Alphabeta, 14-18 Finsbury Square		
City:	London		
State/Country:	UNITED STATES		
Postal Code:	EC2A 1BR		
Entity Type:	Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4513819	PRICE INTELLIGENTLY	
Registration Number:	5095196	PROFITWELL	
Registration Number:	5095197	PROFITWELL	
Registration Number:	5099903	PI	
Registration Number:	5113185	PI	
Registration Number:	5359403	RETAIN	
Registration Number:	5458518	RECOGNIZED	
Registration Number:	5944418	PROFITWELL	
Registration Number:	5727487	PROTECT THE HUSTLE	
Registration Number:	6072323	RECUR	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		

OP \$265.00 4513819

ATTORNEY DOCKET NUMBER:	2090466
NAME OF SUBMITTER:	Naomi Sakata
SIGNATURE:	/Naomi Sakata/
DATE SIGNED:	08/09/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of August 9th, 2023 by and between **HSBC INNOVATION BANK LIMITED** (registered in England & Wales with company number 12546585) with its registered office at Alphabeta, 14-18 Finsbury Square, London, United Kingdom, EC2A 1BR (“**Lender**”) and **PADDLE.COM INC.**, a Delaware corporation with its principal place of business located at 3811 Ditmars Blvd 1071, Astoria, New York 11105 (“**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties thereto (each such party, including Grantor, an “**Obligor**”) (the “**Loans**”) in the amounts and manner set forth in that certain Loan Agreement by and among Lender and Obligor dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the “**Loan Agreement**”). Lender is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Lender.

B. Pursuant to the terms of the Loan Agreement and that certain Security Agreement by and between Grantor and Lender dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “**Security Agreement**”), Grantor has granted to Lender 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 (as defined in the Security Agreement).

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 all obligations of Obligor to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Obligor to Lender, Grantor grants and pledges to Lender 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 the foregoing, the Intellectual Property Collateral shall not include any intent-to-use Trademarks or applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

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 Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

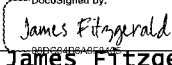
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[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:

PADDLE.COM INC.

By: 
Name: James Fitzgerald
Title: Chief Executive Officer

LENDER:

HSBC INNOVATION BANK LIMITED

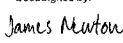
By: 
Name: James Newton
Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

Number	Trademark	Class	Specification	Application Date	Registration Date
4,513,819	Price Intelligently	35	Business consultation in the field of product and service pricing; Business consultation services.	7/1/2013	4/15/2014
5,095,196	Profitwell	41	G & S on-line journals, namely, blogs featuring information about the business of software as a service (SAAS).	4/26/2016	12/6/2016
5,095,197	Profitwell	42	Software as a service (SAAS) services featuring software for SAAS metrics; SAAS pricing; business intelligence; and software analytics.	4/26/2016	12/6/2016
5,099,903	PI	41	G & S on-line journals, namely, blogs featuring information about the business of software as a service (SAAS)	4/26/2016	12/13/2016
5,113,185	PI	42	G & S software as a service (SAAS) services featuring software to improve SAAS metrics; SAAS pricing; business intelligence SAAS; and software analytics SAAS.	4/26/2016	1/3/2017
5,359,403	Retain	42	G & S software as a service (SAAS) services featuring software to improve customer retention; win-back previous customers; and extend the functionality of SAAS software.	5/17/2017	12/19/2017
5,458,518	Recognized	42	G & S software as a service (SAAS) services featuring software to reconcile revenues to generally accepted accounting principles (GAAP) standards	9/26/2017	5/1/2018
5,944,418	Profitwell	35	G & S software consultation in the field of software analysis and software pricing; revenue; and cost analytics.	4/26/2016	12/24/2019
5,727,487	Protect The Hustle	41	G & S entertainment and educational services, namely, the presentation of online and in-person lectures, panel discussions, and talk shows all in the field of business, commerce, work environments, and work ethics.	9/11/2018	4/16/2019
6,072,323	Recur	41	G & S educational services, namely, developing, arranging, and conducting conferences and workshops in the fields of business, commerce, and pricing.	12/4/2018	6/9/2020

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

ny-2394754