

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNAP! MOBILE, INC.		08/11/2023	Corporation: DELAWARE
SNAP! FINTECH SERVICES, INC.		08/11/2023	Corporation: DELAWARE
SNAP! MOBILE ENGAGEMENT, INC.		08/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5598851	OUTFIT THE KID	
Registration Number:	5770534	SWAG RAISER	
Registration Number:	6777028	S SNAP!	
Registration Number:	5303239	GROUNDWORK	
Registration Number:	5267623	FROM NOW ON	
Registration Number:	5209380	FANX	
Serial Number:	97685146	SNAP!	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	12027762046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004		

CH \$190.00 5598851

ATTORNEY DOCKET NUMBER:	036703-1957
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	08/17/2023

Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of August 11, 2023 by and among COMERICA BANK, a Texas Banking Association (“Bank”) and SNAP! MOBILE, INC., a Delaware corporation (“Mobile”), SNAP! FINTECH SERVICES, INC., a Delaware corporation (“Fintech”) and SNAP! MOBILE ENGAGEMENT, INC., a Delaware corporation (“Engagement”; Mobile, Fintech and Engagement are each a “Grantor” and collectively, “Grantors” provided that each reference to “Grantor” or “Grantors” herein shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require) and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement by and between Bank and Mobile dated as of December 3, 2018, as amended from time to time (the “Mobile IPSA”), that certain Intellectual Property Security Agreement by and between Bank and Fintech dated as of August 18, 2021, as amended from time to time (the “Fintech IPSA”) and that certain Intellectual Property Security Agreement by and between Bank and Engagement dated as of March 21, 2023, as amended from time to time (the “Engagement IPSA”; together with the Mobile IPSA and the Fintech IPSA, the “Original IPSA”). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement

RECITALS

A. Bank and Grantors are parties to that certain Loan and Security Agreement dated as of December 3, 2018 (as the same may from time to time be further amended, modified, supplemented or restated, the “Original Agreement”). Bank and Grantors propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such 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 and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or

remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS.]

COPY VIEW

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Each of the undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound by, the terms and conditions of this Agreement. If Bank determines in its sole discretion that the Loan Agreement or this Agreement has not been timely executed by Grantors, then the Loan Agreement and this Agreement shall be considered null and void. Each Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any loan party, including, but not limited to a Grantor, in connection therewith.

GRANTORS:

Address of Grantors:

SNAP! MOBILE, INC.

c/o Snap! Mobile, Inc.
8300 7th Avenue S.
Seattle, WA 98108
Attn: Peter Wiederspan and Hosea Harvey

DocuSigned by:
By: Peter Wiederspan
829DD70597034BA...
Name: Peter Wiederspan
Title: CFO and Secretary

SNAP! FINTECH SERVICES, INC.

DocuSigned by:
By: Peter Wiederspan
829DD70597034BA...
Name: Peter Wiederspan
Title: CFO and Secretary

SNAP! MOBILE ENGAGEMENT, INC.

DocuSigned by:
By: Peter Wiederspan
829DD70597034BA...
Name: Peter Wiederspan
Title: CFO and Secretary

BANK:

COMERICA BANK

Address of Bank:

National Documentation Services
39200 W. Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

DocuSigned by:

By: Bryan Kana

02176744FBCC4EB...

Name: Bryan Kana
Title: Senior Vice President

COPY VIEW

EXHIBIT A**Copyrights**

Owner	Description	Registration Number	Registration Date
Mobile	FAQ Text from Website.	TX0008465311	10/17/2017
Mobile	SnapRaise Agreement.	TX0008464178	10/17/2017
Mobile	SnapRaise Coach's Script.	TX0008464252	10/17/2017
Mobile	SnapRaise Fundraising Coach Script.	TX0008464257	10/17/2017
Mobile	SnapRaise Homework Handout.	TX0008465009	10/17/2017
Mobile	SnapRaise Video Script.	TX0008465937	10/17/2017

EXHIBIT B

Patents

<u>Owner</u>	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Mobile	Employing Real-Time Performance Feedback to Manage Resource Collection	10592839	03/17/2020

COPY VIEW

EXHIBIT C**Trademarks**

Owner	Description	Registration/ Serial Number	Registration/ Application Date
Mobile	OUTFIT THE KID	5598851	11/06/2018
Mobile	SWAG RAISER	5770534	06/04/2019
Mobile	S SNAP!	6777028	07/05/2022
Mobile	SNAP!	86566946 (Abandoned)	3/17/2015
Mobile	AMPLO	86567273 (Abandoned)	3/17/2015
Fintech	GROUNDWORK	5303239	10/03/2017
Engagement	FROM NOW ON	5267623	08/15/17
Engagement	FANX	5209380	05/23/17
Mobile	SNAP!	97685146	11/20/22