

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABINE, INC.	12/22/2015
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET, SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14253281
Application Number:	14683447
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	2023704750
Email:	ipteam@nationalcorp.com
Correspondent Name:	DARLENA BARI STARK
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F160388
NAME OF SUBMITTER:	JANET S. WAMSLEY
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	12/28/2015
Total Attachments: 7	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of December 22, 2015, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **ABINE, INC.**, a Delaware corporation with its principal place of business located at 280 Summer Street, Boston, Massachusetts 02210 ("**Grantor**").

RECITALS

A. Bank has agreed to extend certain financial accommodations to Grantor (the "**Loan**") in the amounts and manner set forth in that certain a certain Loan and Security Agreement dated as of March 23, 2012, between Borrower and Bank, as modified and amended by that certain First Loan Modification Agreement dated as of December 4, 2013, and as further modified by that certain Second Loan Modification Agreement of even date herewith (as modified and in effect from time to time, the "**Loan Agreement**"). *All capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Loan Agreement.*

B. Bank is willing to make certain modifications of the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

C. 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.

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 copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof owned by Grantor, 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 copyright registrations 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 owned by Grantor now or hereafter existing, created, acquired or held;

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

(d) All patents, patent applications and like protections owned by Grantor 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 owned by Grantor, 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 trademark applications and trademark registrations set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips owned by Grantor, 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, in each case, 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.

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. 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.

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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

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:

ABINE, INC.

By: 

Name: ROBERT SHAVELL

Title: PRESIDENT

BANK:

SILICON VALLEY BANK

By: 

Name: THOMAS F KELLY

Title: MANAGING DIRECTOR

EXHIBIT A

Copyright Registrations

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. Internet Privacy Tool for Mitigating Third Party Transaction Tracking	U.S. Patent Application No. 14/253,281	April 15, 2014
This patent application <u>claims priority to and incorporates:</u>		
<i>Virtual Masked Cards for Physical Point of Sale Transactions & Crypto-Currency Masked Payment Platform</i>	<i>U.S. Provisional Patent Application No. 61/952,560</i>	<i>March 12, 2014</i>
<i>Protecting Personal Information</i>	<i>U.S. Provisional Patent Application No. 61/854,406</i>	<i>July 12, 2013</i>
2. Push Notification Authentication Platform for Secure Form Filling	U.S. Patent Application No. 14/683,447	April 13, 2015

EXHIBIT C

Trademark Applications and Trademark Registrations

None

EXHIBIT D

Mask Works

None