

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4083489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SHOPKEEP.COM INC.	09/30/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PACIFIC WESTERN BANK
<b>Street Address:</b>	406 BLACKWELL STREET
<b>Internal Address:</b>	SUITE 240
<b>City:</b>	DURHAM
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9317844
Patent Number:	D735218
Patent Number:	D746851
Application Number:	13798832
Application Number:	14622235
Application Number:	14639877
Application Number:	14676146
Application Number:	15065455
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)354-1278
<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>	919-314-3086
<b>Email:</b>	diligencereview@square1bank.com
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK
<b>Address Line 1:</b>	406 BLACKWELL STREET
<b>Address Line 2:</b>	SUITE 240
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE
<b>SIGNATURE:</b>	/NICHOLASNANCE-LSN/

PATENT

<b>DATE SIGNED:</b>	10/05/2016
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 30, 2016 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("*Bank*") and **SHOPKEEP.COM INC.**, a Delaware corporation ("*Grantor*").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 8, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**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.

**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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its 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 the Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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, all rights corresponding thereto throughout the world and all re-issues, divisions, 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.

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

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

Address of Grantor:

143 Varick Street  
New York, NY 10013

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**GRANTOR:**

**SHOPKEEP.COM INC.**

By: 

Name: M. Desmonde

Title: PRESIDENT & CEO

**BANK:**

**PACIFIC WESTERN BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**SHOPKEEP.COM INC.**

143 Varick Street  
New York, NY 10013

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By:  \_\_\_\_\_

Name: Alan FAULKNER

Title: SVP

**EXHIBIT A**  
**COPYRIGHTS**




<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
ShopKeep Register for iPad 2.0	TX0007927944	6/17/2014
ShopKeep Register for iPad 2.0	PAU003709567	2/18/2014
ShopKeep Register for iPad	TX0007482937	2/9/2012
ShopKeep Register	PA0001762902	11/28/2011

**EXHIBIT B**  
**PATENTS**

Description	Application or Patent Number	Application or Filing Date
System and method for remote management of sale transaction data *  (* Registered owner is ShopKeep LLC, which is the former name of the current assignor, ShopKeep.com Inc.)	9317844	4/19/2016
Point of sale device display screen or portion thereof with graphical user interface	D735218	7/28/2015
Point of sale device display screen or portion thereof with graphical user interface	D746851	1/5/2016
Method and system for secure key rotation	13798832	3/13/2013
System and method for remote management of sale transaction data	14622235	2/13/2015
System and method for remote management of sale transaction data	14639877	3/5/2015
System and method for remote management of sale transaction data	14676146	4/1/2015
System and method for remote management of sale transaction data	15065455	3/9/2016



**EXHIBIT C**  
**TRADEMARKS**

Description	Registration or Serial Number	Registration or Application Date
 (Design Only)	86505005	1/15/2015
Shopkeep Pocket	86504990	1/15/2015
Small Business of Tomorrow	86873865	1/13/2016
Serverless Sync	86525845	2/5/2015
 (Design Only)	4774151	7/14/2015
Counter Culture	4730411	5/5/2015
ShopKeepPOS	4376632	7/30/2013
Clear Insight	4255385	12/4/2012
ShopKeepPOS	4370734	7/23/2013
The simplest way to make smarter business decisions	4221864	10/9/2012
	4175232	7/17/2012
Shopkeep	77921264	1/27/2010