## 504221240 02/09/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4267917

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date
JUMIO INC.	11/21/2015

### **RECEIVING PARTY DATA**

Name:	CHRISTOPHER JOSEPH CLOWER, AS SECURITY AGENT	
Street Address:	10 ROBIN WALK	
Internal Address:	UNIT 05-05	
City:	-	
State/Country:	SINGAPORE	
Postal Code:	258159	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13275203

#### **CORRESPONDENCE DATA**

**Fax Number:** (650)843-4001

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.

**Phone:** 650-843-4000

Email: kari.aguiar@morganlewis.com

Correspondent Name: MORGAN LEWIS & BOCKIUS LLP

Address Line 1: 1400 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	002396-5002-US	
NAME OF SUBMITTER:	ANDREW J. GRAY IV	
SIGNATURE:	/Andrew J. Gray IV/	
DATE SIGNED:	02/09/2017	

#### **Total Attachments: 5**

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PATENT 504221240 REEL: 041217 FRAME: 0697

#### **Patent Security Agreement**

Patent Security Agreement, dated as of November 21, 2015 by JUMIO INC. (the "<u>Pledgor</u>"), in favor of CHRISTOPHER JOSEPH CLOWER, in the capacity of security agent pursuant to the Note Purchase Agreement and under the Notes (in such capacity, the "<u>Security Agent</u>").

#### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of August 28, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. <u>Defined Terms.</u> Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. The Pledgor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) Patents of the Pledgor listed on Schedule I attached hereto;
- (b) all Proceeds of any and all of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.
- SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.
- SECTION 6. Governing Law. This Patent Security Agreement and all actions arising out of or in connection with this Patent Security Agreement shall be governed by and

construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California or of any other state.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JUMIO INC., as Pledgor

Stephen Stud Name: stephen

Stephen Stuut

Title: Ceo

Accepted and Agreed:

CHRISTOPHER JOSEPH CLOWER,

as Security Agent

Name: Christopher Joseph Clower

## SCHEDULE I

to

# PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent	Registr	ations:

None.

# **Patent Applications:**

OWNER	APPLICATION NUMBER	NAME
Jumio Inc.	13/837599	Method and system for obtaining and using identification information
Jumio Inc.	13/968164	Image Processing For Credit Card Validation
Jumio Inc.	12/502269	Mobile Phone Payment System Using Integrated Camera Credit Card Reader
Jumio Inc.	13/275203	Internet Payment System Using Credit Card Imaging

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PATENT REEL: 041217 FRAME: 0702

RECORDED: 02/09/2017