

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5148733

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|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SHOPKEEP INC. | 04/18/2018 |
| RECEIVING PARTY DATA | |
| Name: | PACIFIC WESTERN BANK |
| Street Address: | 406 BLACKWELL STREET |
| Internal Address: | SUITE 240 |
| City: | DURHAM |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27701 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 15921039 |
| Application Number: | 15921018 |
| CORRESPONDENCE DATA | |
| Fax Number: | (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> | |
| Phone: | 919-314-3086 |
| Email: | diligencereview@square1bank.com |
| Correspondent Name: | PACIFIC WESTERN BANK |
| Address Line 1: | 406 BLACKWELL STREET |
| Address Line 2: | SUITE 240 |
| Address Line 4: | DURHAM, NORTH CAROLINA 27701 |
| NAME OF SUBMITTER: | NICHOLAS NANCE |
| SIGNATURE: | /NICHOLAS NANCE-adb/ |
| DATE SIGNED: | 09/19/2018 |
| Total Attachments: 7 | |
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of April 18, 2018 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("*Bank*") and **SHOPKEEP INC. f/k/a SHOPKEEP.COM INC.**, a Delaware corporation ("*Grantor*"). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement between Bank and Grantor dated as of September 30, 2016.

RECITALS

A. Bank has agreed to make certain advances of money to Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of March 21, 2018 (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 make advances of money to Grantor as set forth in the Loan Agreement, 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 all other agreements now existing or hereafter arising between Grantor and Bank, 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 Bank and Grantor, 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 Collateral (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

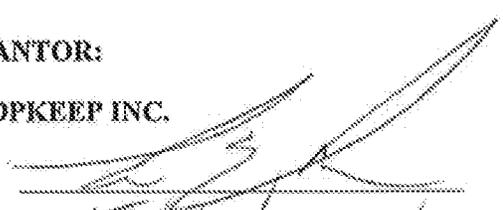
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

460 Park Avenue South 7th Floor
New York, NY 10016

GRANTOR:

SHOPKEEP INC.

By: 

Name: Paul J. Newman

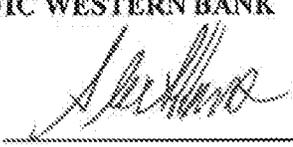
Title: FO

Address of Bank:

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

BANK:

PACIFIC WESTERN BANK

By: 

Name: ALEXANDER ADARZO

Title: SVP

EXHIBIT A
COPYRIGHTS

| Description | Registration Number | Registration Date |
|--------------------------------|----------------------------|--------------------------|
| 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

| <u>Description</u> | <u>Application or Patent Number</u> | <u>Application or Filing Date</u> |
|---|-------------------------------------|-----------------------------------|
| 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 |
| System and method for remote management of sale transaction data | 14918446 | 10/20/2015 |
| System and method for remote management of sale transaction data | 14747828 | 6/23/2015 |
| Method and System for Secure Key Rotation | 15921039 | 3/14/2018 |
| A SYSTEM AND METHOD FOR REMOTE MANAGEMENT OF SALE TRANSACTION | 15921018 | 3/14/2018 |

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| DATA | | |
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EXHIBIT C
TRADEMARKS

| <u>Description</u> | <u>Registration or Serial Number</u> | <u>Registration or Application Date</u> |
|---|--------------------------------------|---|
| (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) | 86329794 | 7/7/2014 |
| COUNTER CULTURE | 86280229 | 5/13/2014 |
| SHOPKEEPPOS | 85977483 | 3/8/2012 |
| CLEAR INSIGHT | 85571819 | 3/16/2012 |
| SHOPKEEPPOS | 8556448 | 3/8/2012 |
| THE SIMPLEST WAY TO MAKE SMARTER BUSINESS DECISIONS | 85561930 | 3/6/2012 |
| SK | 85476593 | 11/18/2011 |
| SHOPKEEP | 77921264 | 1/27/2010 |
| (DESIGN ONLY) | 87478386 | 6/7/2017 |
| SHOPKEEP POCKET | 87478368 | 6/7/2017 |
| SEVERLESS SYNC | 87237016 | 11/15/2016 |