

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5148733

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: Robert Newman

Title: SVP

Address of Bank:

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

BANK:

PACIFIC WESTERN BANK

By: 

Name: ALEXANDER ADDARIO

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

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
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

DATA		
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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)	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