

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5507485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SPARK COMMERCE, LLC	05/03/2019
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9646320
Patent Number:	9514475
Application Number:	15861835
CORRESPONDENCE DATA	
Fax Number:	(212)556-2222
<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:	2127905315
Email:	dnelson@kslaw.com
Correspondent Name:	DANIELLE NELSON C/O KING & SPALDING LLP
Address Line 1:	1185 AVENUE OF THE AMERICAS
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ATTORNEY DOCKET NUMBER:	18876.515045
NAME OF SUBMITTER:	DANIELLE NELSON
SIGNATURE:	/s/ Danielle Nelson
DATE SIGNED:	05/03/2019
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 3, 2019, is made by Spark Commerce, LLC (the “Grantor”), in favor of PNC Bank, National Association, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UniteCo Merger Sub, LLC, a Delaware limited liability company, to be merged with and into CustomInk, LLC, a Delaware limited liability company, CustomInk Parent, LLC, a Delaware limited liability company, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders, the L/C Issuers and each other Secured Party have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 3, 2019 in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, each other Secured Party and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders, the L/C Issuers and each other Secured Party to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(a) all of its United States Patents (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

SPARK COMMERCE, LLC
as Grantor


By: _____

Name: Michael Kumin

Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name Graham Holding

Title Vice President

Schedule 1

Patents

<u>Current Owner</u>	<u>Name/Description</u>	<u>Application Number</u>	<u>Registration Number/Patent Number</u>	<u>Status</u>
SPARK COMMERCE, LLC	SYSTEMS AND METHODS FOR IDENTIFYING CODES THAT MAY BE REDEEMED FOR VALUE	14154381	9646320	ISSUED
SPARK COMMERCE, LLC	SYSTEMS AND METHODS FOR USE WITH CODES THAT MAY BE REDEEMED FOR VALUE	14154369	9514475	ISSUED
SPARK COMMERCE, LLC	SYSTEMS AND METHODS FOR IDENTIFYING CODES THAT MAY BE REDEEMED FOR VALUE	15861835	20180130083	PUBLISHED