

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5829211

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	EXPENSIFY, INC.	05/24/2018
RECEIVING PARTY DATA		
Name:	CANADIAN IMPERIAL BANK OF COMMERCE	
Street Address:	40 KING STREET WEST	
Internal Address:	SUITE 5702	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5H 3Y2	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	10423896	
Patent Number:	10311429	
Application Number:	16209766	
Application Number:	16529410	
Application Number:	16366934	
Application Number:	16151256	
CORRESPONDENCE DATA		
Fax Number:	(858)550-6420	
<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:	858-550-6433	
Email:	jmfitzpatrick@cooley.com	
Correspondent Name:	JENNIFER FITZPATRICK	
Address Line 1:	C/O COOLEY LLP	
Address Line 2:	4401 EASTGATE MALL	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	313569-132	
NAME OF SUBMITTER:	JENNIFER FITZPATRICK	
SIGNATURE:	/JENNIFER FITZPATRICK/	
DATE SIGNED:	11/20/2019	

PATENT

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of May 24, 2018, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Lender**”) and EXPENSIFY, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document. Accordingly, it is subject to the provisions of Section 10 of the Loan Agreement, which are hereby incorporated herein by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

401 SW 5th Ave
Portland, OR 97204
Attention: David Barrett, Chief Financial Officer

GRANTOR:

EXPENSIFY, INC.

By: 

Name: David Barrett

Title: Chief Executive Officer

Address of Lender:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Mark R. McQueen

Title: President and Executive Managing Director
CIBC Innovation Banking

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

88 Kearny Street
San Francisco, CA 94108
Attention: David Barrett, Chief Financial Officer

GRANTOR:

EXPENSIFY, INC.

By: _____
Name: _____
Title: _____

Address of Lender:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

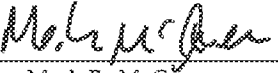
By:  _____
Name: Mark R. McQueen
Title: President and Executive Managing Director
CIBC Innovation Banking

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
System and method for processing receipts and other records of users	8,861,861	10/14/2014
System and method for processing receipts and other records of users	9,196,006	11/24/2015
System, computer readable medium, and method for authorizing purchase using on-demand prepaid card	9,830,582	11/28/2017
System and method for aggregating and presenting financial information	9,799,070	10/24/2017
System and method for aggregating and presenting financial information	15/719,410	9/28/2017
System, computer readable medium, and method for authorizing purchase using on-demand prepaid card	15/785,221	10/16/2017
Computer system for providing chat engine	15/415,856	01/25/17
System and method for processing transaction records for users	16/209,766	12/4/2018
Computing system implementing a network transaction service	16/529,410	8/1/2019
Computing system implementing a network transaction service	16/366,934	3/27/2019
Computing system implementing a network transaction service	16/151,256	10/3/2018
System and method for processing transaction records for users	10,210,581	2/19/2019
Payment processing system for a prepaid card	10,185,947	1/22/2019
System and method for processing receipts and other records of users	10,423,896	9/24/2019
Computing system implementing a network transaction service	10,068,225	9/4/2018
System and method for establishing a payment mechanism with a plurality of merchants	10,163,092	12/25/2018
Computing system implementing a network transaction service	10,311,429	6/4/2019

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
EXPENSIFY TAB	87110814	7/20/2016
CONCIERGE	86906606	2/12/2016
CONCIERGE	86906603	2/12/2016
EXPENSIFY	4229014	10/23/2012
SMARTSCAN	4293619	2/19/2013
CONCIERGE	5728191	4/16/2019
YOU WEREN'T BORN TO DO EXPENSES	88187202	11/8/2018
EXPENSIFY THIS	88257162	1/10/2019
EXPENSIFYTHIS	88257170	1/10/2019
SMARTSCAN	88660297	10/18/2019
SMARTSCAN	88660306	10/18/2019