

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5940152

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
SHOPKICK, INC.	12/13/2019

**RECEIVING PARTY DATA**

<b>Name:</b>	PACIFIC WESTERN BANK
<b>Street Address:</b>	406 BLACKWELL STREET
<b>Internal Address:</b>	SUITE 240
<b>City:</b>	DURHAM
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701

**PROPERTY NUMBERS Total: 16**

Property Type	Number
Application Number:	15941966
Application Number:	13303137
Application Number:	12767047
Application Number:	14841621
Application Number:	12764522
Application Number:	12762526
Application Number:	16376927
Application Number:	12762556
Application Number:	14952822
Application Number:	13197763
Application Number:	12762544
Application Number:	14172854
Application Number:	14172849
Application Number:	13276277
Application Number:	15942062
Application Number:	16518904

**CORRESPONDENCE DATA**

**Fax Number:** (919)354-1278

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**PATENT**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 919-314-3086  
**Email:** diligencereview@pacwest.com  
**Correspondent Name:** PACIFIC WESTERN BANK  
**Address Line 1:** 406 BLACKWELL STREET  
**Address Line 2:** SUITE 240  
**Address Line 4:** DURHAM, NORTH CAROLINA 27701

<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE
<b>SIGNATURE:</b>	/NICHOLAS NANCE-adb/
<b>DATE SIGNED:</b>	01/31/2020

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 13, 2019 by and between PACIFIC WESTERN BANK ("*Bank*") and SHOPKICK, INC., a Delaware corporation ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor, Trax Technology Solutions Pte. Ltd., a Singapore company, Trax Retail, Inc., a Delaware corporation, and Shopkick Management Company, Inc., a Delaware corporation, dated May 10, 2019 (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. Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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 all of its present and future indebtedness, liabilities and 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 (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 (collectively, "Intellectual Property Collateral").

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 of Grantor which are registered with or subject to an application filed 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 Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

SHOPKICK, INC.

By 

Name MARK JOSEPH SCHWARTZ

Title DIRECTOR AND CHIEF FINANCIAL OFFICER

Address of Grantor:

2317 Broadway St., Fl 3  
Redwood City, CA 94063

Bank:

PACIFIC WESTERN BANK

By 

Name Evan D. Purcell

Title Senior Vice President

Address of Bank:

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

*[Signature Page—Intellectual Property Security Agreement]*

EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

**EXHIBIT B**  
**PATENTS**

<b>Description</b>	<b>Application Number/ Patent Number</b>	<b>Filing Date</b>
Determining properties associated with signal sources	15/941,966	03/30/18
	10,425,767	09/09/19
Digital frequency card	13/303,137	11/22/11
	9,990,645	06/05/18
Method and system for adaptive offer determination	12/767,047	04/26/10
	9,159,066	10/13/15
Method and system for adaptive offer determination	14/841,621	08/31/15
	9,595,043	03/14/17
Method and system for detecting presence using a WiFi network probe detector	12/764,522	04/21/10
	10,255,614	04/09/19
Method and system for location-triggered rewards	12/762,526	04/19/10
	8,489,112	07/16/13
Method and system for presence detection	16/376,927	04/05/19
	12/762,556	04/19/10
Method and system for presence detection	9,886,696	02/06/18
	14/952,822	
Method and system for presence detection	9,697,539	07/04/17
Method and system for presence detection	13/197,763	08/03/11
	9,264,151	02/16/16

Description	Application Number/ Patent Number	Filing Date
Method and system for presentment and redemption of personalized discounts	12/762,544	04/19/10
	10,304,069	05/28/19
Presence Detection Using Bluetooth And Hybrid-Mode Transmitters	14/172,854	02/04/14
Presence Detection Using Bluetooth And Hybrid-Mode Transmitters	14/172,849	02/04/14
Rewards for purchases	13/276,277	10/18/11
	10,360,592	07/23/19
Varying Application Strategy Based on Device State	15/942,062	03/30/18
Determining properties associated with signal sources	16/518,904	07/22/19



**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Filing Date</b>
KICKS	4151498	05/29/12
S Logo	5456337	05/01/18
SHOPBEACON	4813514	09/15/15
SHOPKICK	3935282	03/22/11
SHOPKICK	5269555	08/22/17
SHOPKICK SIGNAL	4096821	02/07/12
SOUND ONLY - KICKBUCKS SOUND	87418921	04/20/17
SOUND ONLY - REVEAL SOUND	87418934	04/20/17