

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5974189

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FAIR IP, LLC	02/13/2020
RECEIVING PARTY DATA	
Name:	GREENSILL TRADING 2 LIMITED
Street Address:	ONE SOUTHAMPTON STREET, COVENT GARDEN
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	WC2R 0LR
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	15873536
Application Number:	15873452
Application Number:	15873518
Application Number:	15873498
Application Number:	16204956
Application Number:	15873678
Application Number:	16056155
Application Number:	16011617
Application Number:	15873697
Application Number:	62846225
Application Number:	62839366
Application Number:	62849566
Application Number:	62862491
Application Number:	62868535
Application Number:	62849573
CORRESPONDENCE DATA	
Fax Number:	(212)480-8421
<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:	2125741200

Email: trademarks@sewkis.com
Correspondent Name: BETH H. ALTER/SEWARD & KISSEL LLP
Address Line 1: ONE BATTERY PARK PLAZA
Address Line 4: NEW YORK, NEW YORK 10004

NAME OF SUBMITTER: BETH H. ALTER

SIGNATURE: /Beth H. Alter/

DATE SIGNED: 02/20/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**IP Security Agreement**"), dated as of February 13, 2020, is made by FAIR IP, LLC, a Delaware limited liability company (the "**IP Grantor**") in favor of GREENSILL TRADING 2 LIMITED, a company incorporated in England & Wales (the "**Funder**").

WITNESSETH THAT

WHEREAS:

(A) Pursuant to an instalment payment agreement dated as of December 18, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Instalment Payment Agreement**") made between Fair Financial Corp., as the customer (the "**Customer**"), and the Funder, the Funder has provided to the Customer a secured credit facility (the "**Facility**") upon the terms and conditions set out in the Instalment Payment Agreement and related documents.

(B) As a condition to the continued availability of the Facility to the Customer, the Customer has executed and delivered to the Funder that certain security agreement dated as of December 20, 2019 (the "**Security Agreement**"), made by and among the Customer, the IP Grantor and the other grantors party thereto in favor of the Funder.

(C) Under the terms of the Security Agreement, the IP Grantor has granted to the Funder a security interest in, among other property, certain intellectual property of the IP Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The IP Grantor hereby pledges and grants to the Funder a security interest in and to all of the right, title, and interest of the IP Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of the IP Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The IP Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks, and any other government official to record and register this IP Security Agreement upon request by the Funder.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Funder with respect to the IP Collateral are as provided by the Instalment Payment Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

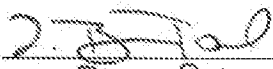
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

FAIR IP, LLC

By: 
Name: L. Boone Park
Title: EVP - General Counsel

Address for Notices:
c/o Fair Financial Corp.
1540 2nd Street, Suite 200
Santa Monica, CA 90401
Attention: L. Boone Park
Telephone No.: (424) 372-5109
E-mail: boone@fair.com

AGREED TO AND ACCEPTED:

GREENSILL TRADING 2 LIMITED, as
Funder

By: _____
Name:
Title:

Address for Notices:
One Southampton Street
Covent Garden, London WC2R 0LR
England
Attention: Hugh McKee
Telephone: (646) 630-7363
E-mail: hugh.mckee@greensill.com

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

FAIR IP, LLC

By: _____

Name:

Title:

Address for Notices:

c/o Fair Financial Corp.
1540 2nd Street, Suite 200
Santa Monica, CA 90401
Attention: L. Boone Park
Telephone No.: (424) 372-5109
E-mail: boone@fair.com

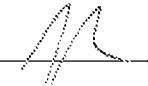
AGREED TO AND ACCEPTED:

GREENSILL TRADING 2 LIMITED, as
Funder

By: _____

Name:

Title:


Al Eddie, Group FD

Address for Notices:

One Southampton Street
Covent Garden, London WC2R 0LR
England
Attention: Hugh McKee
Telephone: (646) 630-7363
E-mail: hugh.mckee@greensill.com

SCHEDULE 1

List of Patents and Patent Applications

Patent Applications

SIPLG Docket No.	Appl./Patent No.	Filing/Issue Date	Title of Invention	Status	Status
FAIR1100-1	15/873,536	1/17/2018	Data Processing System and Method for Transaction Facilitation for Inventor Items	Pending	Awaiting First OA
FAIR1100-EP	18741768.8	1/17/2018	Data Processing System and Method for Transaction Facilitation for Inventor Items	Pending	Annuity Due: 07/31/20
FAIR1110-1	15/873,452	1/17/2018	System and Method for Low Friction Operator Interface on a Mobile Device	Pending	Awaiting First OA
FAIR1120-1	15/873,518	1/17/2018	Rules/Model-Based Data Processing System and Method for User Approval Using Data from Distributed Sources	Pending	Awaiting First OA
FAIR1140-1	15/873,498	1/17/2018	Data Processing System and Method for Rules/Machine Learning Model-Based Screening of Inventory	Pending	Awaiting First OA
FAIR1140-2	16/204,956	11/29/2018	Data Processing System and Method for Rules-Based Inventory Qualification	Pending	Awaiting First OA
FAIR1150-1	15/873,678	1/17/2018	Data Processing System and Method for Rules/Model-Based Pre-Analysis of Data for Real-Time Generation of Documents for Presentation in an Operator Interface	Pending	Awaiting First OA
FAIR1160-1	16/056,155	8/6/2018	Computer System for Building, Training and Productionizing Machine Learning Models	Pending	Awaiting First OA
FAIR1160-WO	PCT/US18/4541408/06/18	PCT/US18/4541408/06/18	Computer System for Building, Training and Productionizing Machine Learning Models	Pending	Nat'l Phase Due: 02/04/20
FAIR1170-1	16/011,617	6/18/2018	Computer System Decision Engine	Pending	Awaiting First OA
FAIR1170-WO	PCT/US18/3813801/18/18	PCT/US18/3813801/18/18	Computer System Decision Engine	Pending	National Phase Due: 12/16/19
FAIR1180-1	15/873,697	1/17/2018	Data Processing System and Method for Facilitating Transactions with User-Centric Document Access	Pending	Awaiting First OA
FAIR1190	62/846,225	5/10/2019	Rules/Model-Based Data Processing System for Intelligent Default Risk Prediction	Pending	Conversion/FF Due: 05/10/20
FAIR1200	62/839,366	4/26/2019	Machine-Learning Data Processing System with Current Value Model	Pending	Conversion/FF Due: 04/26/20
FAIR1230	62/849,566	5/17/2019	Data Processing Systems and Methods Using a Neural Network for Generating Vehicle Encoding	Pending	Conversion/FF Due: 05/17/29
FAIR1240	62/862,491	6/17/2019	Data Processing System and Method for Ranking Vehicles and Tuning a Ranking Engine	Pending	Conversion Due: 06/17/20 Released Oct. 2018. No FF.
FAIR1280	62/868,535	6/28/2019	Payment Driven Sourcing	Pending	Conversion/FF Due: 06/28/20
FAIR1300	62/849,573	5/17/2019	Data Processing System and Method for Personalization of a Vehicle Search Tool	Pending	Conversion/FF Due: 05/17/20

Patents

None

SCHEDULE 2

List of Trademarks and Trademark Applications

Trademarks

Trademark	Registration Number	Registration Date
Fair	5,387,307	1/23/2018

Trademark Applications

Trademark	Serial No.	Application Filing Date
Fair	88,487,462	6/25/2019
Fair Go	88,602,400	9/3/2019