

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6136341

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SIMPLER POSTAGE, INC.	05/28/2020
RECEIVING PARTY DATA		
Name:	WESTERN ALLIANCE BANK	
Street Address:	55 ALMADEN BOULEVARD, SUITE 100	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	10489739	
Patent Number:	9953332	
Application Number:	15902881	
Application Number:	15921753	
Application Number:	16661871	
Application Number:	14481078	
CORRESPONDENCE DATA		
Fax Number:		
<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) 550-6412	
Email:	lortiz@cooley.com	
Correspondent Name:	LISA ORTIZ	
Address Line 1:	COOLEY LLP	
Address Line 2:	4401 EASTGATE MALL	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	305983-1244	
NAME OF SUBMITTER:	LISA ORTIZ	
SIGNATURE:	/LISA ORTIZ/	
DATE SIGNED:	06/03/2020	
This document serves as an Oath/Declaration (37 CFR 1.63).		

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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 28, 2020 (the "Agreement") is entered into by and between SIMPLER POSTAGE, INC., a Delaware corporation ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender").

Reference is made to the Loan and Security Agreement, dated as of March 13, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrowers connected with and symbolized by such trademarks (other than any intent-to-use trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise) (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SIMPLER POSTAGE, INC.

By: [Signature]

Name: Lugin Conna

Title: President

Address for Notices:

345 California Street, Suite 1000

San Francisco, California 94104

Attn: Ron Harel, Chief Financial Officer

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SIMPLER POSTAGE, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

345 California Street, Suite 1000
San Francisco, California 94104
Attn: Ron Harel, Chief Financial Officer

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: Mr. D. Bruckner

Title: CCO

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Name of owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
Simpler Postage, Inc.	ONERATE	88576591	08/13/2019		
Simpler Postage, Inc.	EASYPOST	88348604	03/20/2019	5879052	10/08/2019
Simpler Postage, Inc.	EASYPOST	87672604	11/06/2017	5700522	03/19/2019

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Name of owner:</u>	<u>Title:</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Issue / Publication Date:</u>	<u>Status</u>
Simpler Postage, Inc.	System and method for object shipping automation	10,489,739	15/429,039	02/09/2017	
Simpler Postage, Inc.	Method and system for generating delivery estimates	9,953,332	15/429,074	02/09/2017	
Simpler Postage, Inc.	Method and system for aggregate Shipping		15/902,881	02/22/2018	
Simpler Postage, Inc.	Method and system for generating delivery estimates		15/921,753	03/15/2018	
Simpler Postage, Inc.	System and method for object shipping automation		16/661,871	10/23/2019	
Simpler Postage, Inc.	System and methods for enabling efficient shipping and delivery		14/481,078	09/09/2014	