

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7430485

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
FOURSQUARE LABS, INC.		07/13/2022
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT	
Street Address:	125 HIGH STREET, STE. 1100	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
PROPERTY NUMBERS Total: 60		
Property Type	Number	
Patent Number:	10218798	
Patent Number:	10614138	
Patent Number:	10872352	
Patent Number:	11017325	
Patent Number:	8775351	
Patent Number:	9183504	
Patent Number:	9390145	
Patent Number:	9860704	
Application Number:	13949465	
Application Number:	13974708	
Application Number:	14926852	
Application Number:	15689683	
Application Number:	15788547	
Application Number:	16357749	
Application Number:	16405481	
Application Number:	17128679	
Application Number:	16284114	
Application Number:	17328818	
Application Number:	16841121	
Patent Number:	10013446	

PATENT

Property Type	Number
Patent Number:	10255301
Patent Number:	10268708
Patent Number:	10331631
Patent Number:	10459896
Patent Number:	10509645
Patent Number:	10579600
Patent Number:	10678825
Patent Number:	10817482
Patent Number:	10817484
Patent Number:	10831725
Patent Number:	10891269
Patent Number:	11016760
Patent Number:	8959070
Patent Number:	9317541
Patent Number:	9594791
Patent Number:	9753965
Patent Number:	9977792
Application Number:	16409776
Application Number:	16866309
Application Number:	17093151
Patent Number:	10866937
Application Number:	17328836
Application Number:	17145888
Application Number:	17120600
Application Number:	17080596
Application Number:	17080605
Application Number:	17080586
Application Number:	16544483
Application Number:	14825978
Patent Number:	8972357
Patent Number:	11182383
Patent Number:	10204137
Application Number:	17532587
Patent Number:	8768876
Patent Number:	9256832
Patent Number:	9723450
Application Number:	15664496
Patent Number:	10423983

Property Type	Number
Patent Number:	10817898
Application Number:	17527845

CORRESPONDENCE DATA

Fax Number: (312)863-7867

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.

Phone: 312-863-7267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: JACLYN DI GRANDE - PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 E MONROE ST., STE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.761
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	07/13/2022

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 13th day of July, 2022, by and between FOURSQUARE LABS, INC., a Delaware corporation (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of July 13, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors from time to time party thereto and Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (including by reference to another agreement), and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** The Grantor hereby grants to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following (collectively, the "Patent Collateral"):

(a) all of the Grantor's Patents and applications for Patents in the United States Patent and Trademark Office set forth on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed by the Grantor under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes Agent to modify this Patent Security Agreement by amending Schedule I to include any new granted or issued patent rights of the Grantor constituting Patent Collateral. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral of the Grantor, whether or not listed on Schedule I.

6. RECORDATION. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patent record this Patent Security Agreement.

7. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FOURSQUARE LABS, INC., a Delaware corporation

By: 

Name: Gary Little

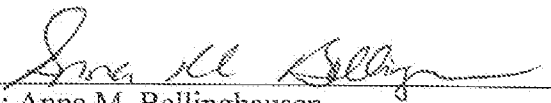
Title: President & CEO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Anna M. Bellinghausen
Its Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 060649 FRAME: 0372

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing/Issue Date
Foursquare Labs, Inc.	USA	Creating segments for directed information using location information	10218798	2/26/19
Foursquare Labs, Inc.	USA	Taste extraction curation and tagging	10614138	4/7/20
Foursquare Labs, Inc.	USA	System and method for providing recommendations with a location-based service	10872352	12/22/20
Foursquare Labs, Inc.	USA	Passive visit detection	11017325	5/25/21
Foursquare Labs, Inc.	USA	System and method for providing recommendations with a location-based service	8775351	7/8/14
Foursquare Labs, Inc.	USA	System and method for providing recommendations with a location-based service	9183504	11/10/15
Foursquare Labs, Inc.	USA	System and method for providing recommendations with a location-based service	9390145	7/12/16
Foursquare Labs, Inc.	USA	Venue identification from wireless scan data	9860704	1/2/18
Foursquare Labs, Inc.	USA	System and method for promoting items within a location-based service	13949465	7/24/13
Foursquare Labs, Inc.	USA	System and method for contextual messaging in a location-based network	13974708	8/23/13
Foursquare Labs, Inc.	USA	Analysis and prediction from venue data	14926852	10/29/15
Foursquare Labs, Inc.	USA	Venue detection	15689683	8/29/17

Foursquare Labs, Inc.	USA	Automated Attribution Modeling and Measurement	15788547	10/19/17
Foursquare Labs, Inc.	USA	Speculative check-ins and importance reweighting to improve venue coverage	16357749	3/19/19
Foursquare Labs, Inc.	USA	Visit Prediction	16405481	5/7/19
Foursquare Labs, Inc.	USA	System and method for providing recommendations with a location-based service	17128679	12/21/20
Foursquare Labs, Inc.	USA	Creating segments for directed information using location information	16284114	2/25/19
Foursquare Labs, Inc.	USA	Passive visit detection	17328818	5/24/21
Foursquare Labs, Inc.	USA	Taste extraction curation and tagging	16841121	4/6/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for providing location information	10013446	7/3/18
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for analyzing movements of target entities	10255301	4/9/19
Foursquare Labs, Inc.	USA	System and method for providing sub-polygon based location service	10268708	4/23/19
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for analyzing characteristics of entities of interest	10331631	6/25/19
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for providing location information	10459896	10/29/19
Foursquare Labs, Inc.	USA	Method and Apparatus for enabling an application to detect specified circumstances	10509645	12/17/19
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for analyzing	10579600	3/3/20

		movements of target entities		
Foursquare Labs, Inc.	USA	Processes and systems for collaborative manipulation of data	10678825	6/9/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for crowdsourcing domain specific intelligence	10817482	10/27/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for providing location information	10817484	10/27/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for grouping data records	10831725	11/10/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for batch and realtime data processing	10891269	1/12/21
Foursquare Labs, Inc.	USA	Method and apparatus for enabling an application to detect specified circumstances	11016760	5/25/21
Foursquare Labs, Inc.	USA	Processes and systems for collaborative manipulation of data	8959070	2/17/15
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for batch and realtime data processing	9317541	4/19/16
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for analyzing movements of target entities	9594791	3/14/17
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for providing location information	9753965	9/5/17
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for analyzing movements of target entities	9977792	5/22/18
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for analyzing	16409776	5/11/19

		characteristics of entities of interest		
Foursquare Labs, Inc.	USA	Processes and systems for collaborative manipulation of data	16866309	5/4/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for grouping data records	17093151	11/9/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for analyzing movements of target entities	10866937	12/15/20
Foursquare Labs, Inc.	USA	Method and apparatus for enabling an application to detect specified circumstances	17328836	5/24/21
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for batch and realtime data processing	17145888	1/11/21
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for analyzing movements of target entities	17120600	12/14/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for crowdsourcing domain specific intelligence	17080596	10/26/20
Foursquare Labs, Inc.	USA	Apparatus, systems, and methods for providing location information	17080605	10/26/20
Foursquare Labs, Inc.	USA	Determining exposures to content presented by physical objects	17080586	10/26/20
Foursquare Labs, Inc.	USA	Determining targeting information based on a predictive targeting model	16544483	8/19/19
Foursquare Labs, Inc.	USA	Attributing in-store visits to media consumption based on data collected from user devices	14825978	8/13/15
Foursquare Labs, Inc.	USA	System and method for data collection to	8972357	3/3/15

		validate location data		
Foursquare Labs, Inc.	USA	System and method for data collection to validate location data	11182383	11/23/21
Foursquare Labs, Inc.	USA	System and method for data collection to validate location data	10204137	2/12/29
Foursquare Labs, Inc.	USA	System and method for data collection to validate location data	17532587	11/22/21
Foursquare Labs, Inc.	USA	Inference pipeline system and method	8768876	7/1/14
Foursquare Labs, Inc.	USA	Inference pipeline system and method	9256832	2/9/16
Foursquare Labs, Inc.	USA	Inference pipeline system and method	9723450	8/1/17
Foursquare Labs, Inc.	USA	Inference pipeline system and method	15664496	7/31/17
Foursquare Labs, Inc.	USA	Determining targeting information based on a predictive targeting model	10423983	9/24/19
Foursquare Labs, Inc.	USA	Determining exposures to content presented by physical objects	10817898	10/27/20
Foursquare Labs, Inc.	USA	Geospatial data analytics and visualization platform	17527845	11/16/2021