

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCURE, INC.		11/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FF ROSE VENTURE CAPITAL, LP		
Street Address:	989 Avenue of the Americas, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85902618	SOCURE	
Serial Number:	86738114	PERCEIVE	
Serial Number:	86819710	ID+	
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:	732-867-9768		
Email:	rdesalvo@mccarter.com		
Correspondent Name:	Scott M. Smedresman, Esq.		
Address Line 1:	Two Tower Center Boulevard		
Address Line 4:	East Brunswick, NEW JERSEY 08816		
ATTORNEY DOCKET NUMBER:	401140-00068		
NAME OF SUBMITTER:	Scott M. Smedresman, Esq.		
SIGNATURE:	/Scott M. Smedresman/		
DATE SIGNED:	11/30/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2016, is made by Socure, Inc. a Delaware corporation (the "Grantor") in favor of ff Rose Venture Capital LP ("ff Rose"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Investors (as defined in the Secured Note Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Secured Note Purchase Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Secured Note Purchase Agreement"), by and among the Company, the Agent and the Investors, the Investors have agreed to purchase Notes (as defined in the Secured Note Purchase Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, under the terms of the Secured Note Purchase Agreement, (i) the Investors have appointed the Agent to act on behalf of the Investors on the terms and conditions set forth therein and (ii) the Company has granted to the Agent on behalf of the Investors a Security Interest in, among other property, certain intellectual property of the Company, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Investors and the Agent to enter into the Secured Note Purchase Agreement and to induce the Investors to purchase Notes thereunder, the Company hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Secured Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Investors, and grants to Agent for the benefit of the Investors a Security Interest in, all of its right, title and interest in, to and under the Trademarks (excluding, as described in the Secured Note Purchase Agreement, United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), wherever located, and whether now existing or hereinafter acquired (the "Trademark Collateral"), including without limitation:

- (a) all of its trademarks and pending trademark applications, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

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

(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; and

(f) all income, royalties, proceeds, payments and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Section 3. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Secured Note Purchase Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to Agent on behalf of the Investors pursuant to the Secured Note Purchase Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent and/or the Investors with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Secured Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing contained in this Patent Security Agreement shall be deemed to limit such rights and remedies.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and Intellectual Property Licenses thereof subject to the security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOCURE, INC., as Grantor

By: 
Name: Sunil Madhu

ACCEPTED AND AGREED
as of the date first above written:

ff ROSE VENTURE CAPITAL FUND, LP
by: ff Rose Venture Capital Fund
General Partner, LLC

By: _____
Name: John F. Frankel
Title: Manager

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOCURE, INC., as Grantor

By: _____
Name: _____

ACCEPTED AND AGREED
as of the date first above written;

ff ROSE VENTURE CAPITAL FUND, LP
by: ff Rose Venture Capital Fund
General Partner, LLC

By: John Frankel
Name: John F. Frankel
Title: Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Word mark: SOCURE
Status/Status Date: REGISTERED, 2/25/2014
Serial Number: 85902618

2. TRADEMARK APPLICATIONS

Word mark: PERCEIVE
Status/Status Date: FIRST EXTENSION - GRANTED, 10/17/2016
Serial Number: 86738114

Word Mark: ID+ (USA)
Status/Status Date: PENDING, 11/13/15
Serial Number: 86819710

Word Mark: ID+ (United Kingdom)
Status: PENDING
Case Number: 46817-TM2001