

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apkudo, Inc.		01/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth Avenue, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86238398	APKUDO	
Serial Number:	86701476	APKUDO HIVE	
Serial Number:	87186699	HIVE DEVICE PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	02/03/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2020, by and between SIGNATURE BANK (“Bank”) and APKUDO, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the same date hereof (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). Bank is willing to make the Loans to Grantor, but only upon 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.

B. 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 its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (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.

Grantor authorizes the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Intellectual Property Security Agreement upon request by Bank.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provisions herein. The rights and remedies of the Bank to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents and nothing in this Intellectual Property Security Agreement shall be deemed to limit such rights and remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement shall be deemed to have been made under and shall be governed by the laws of the State of New York (without regard to choice of law principles except as set forth in Section 5-1401 of the New York General Obligations Law) in all respects, including matters of construction, validity and performance.

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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:

Address of Grantor:

3500 Boston Street, Suite 333
Baltimore, MD 21224
Attn: Joshua Matthews, CEO

APKUDO, INC.

By: _____

Name: Joshua Matthews

Title: Chief Executive Officer

BANK:

Address of Bank:

565 Fifth Avenue, 12th Floor
New York, New York 10017
Attn: Katherine Wolfe

SIGNATURE BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006854 FRAME: 0824

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:

Address of Grantor:

3500 Boston Street, Suite 333
Baltimore, MD 21224
Attn: Joshua Matthews, CEO

APKUDO, INC.

By: _____

Name: Joshua Matthews

Title: Chief Executive Officer

BANK:

Address of Bank:

565 Fifth Avenue, 12th Floor
New York, New York 10017
Attn: Katherine Wolfe

SIGNATURE BANK

By:  _____

Name: Katherine Wolfe

Title: VP

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006854 FRAME: 0825

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Registration (or Application) No.	Registration (or Application) Date
SYSTEM AND METHOD FOR OBJECTIVELY MEASURING USER EXPERIENCE OF TOUCH SCREEN BASED DEVICES	10261611	4/16/2019
SYSTEM AND METHOD FOR ANALYZING USER EXPERIENCE OF A SOFTWARE APPLICATION ACROSS DISPARATE DEVICES	9578133	2/21/2017
SYSTEM AND METHOD FOR COORDINATING FIELD USER TESTING RESULTS FOR A MOBILE APPLICATION ACROSS VARIOUS MOBILE DEVICES	9075781	7/7/2015
SYSTEM AND METHOD FOR COORDINATING FIELD USER TESTING RESULTS FOR A MOBILE APPLICATION ACROSS VARIOUS MOBILE DEVICES	9367436	6/14/2016
SYSTEM AND METHOD FOR FACILITATING FIELD TESTING OF A TEST APPLICATION	9858178	1/10/2018
ROBOTIC TESTING DEVICE AND METHOD FOR MORE CLOSELY EMULATING HUMAN MOVEMENTS DURING ROBOTIC TESTING OF MOBILE DEVICES	9283672	3/15/2016
ROBOTIC TESTING DEVICE AND METHOD FOR MORE CLOSELY EMULATING HUMAN MOVEMENTS DURING ROBOTIC TESTING OF MOBILE DEVICES	9469037	10/18/2016
ROBOTIC TESTING DEVICE AND METHOD FOR MORE CLOSELY EMULATING HUMAN MOVEMENTS DURING ROBOTIC TESTING OF A USER DEVICE	9718196	8/1/2017
SYSTEM AND METHOD FOR FACILITATING CARRIER-SPECIFIC CONFIGURATION OF A USER DEVICE BASED ON PRE-STORED INFORMATION FOR MULTIPLE CARRIERS	9936331	4/3/2018
SYSTEM AND METHOD FOR FACILITATING CARRIER-SPECIFIC CONFIGURATION OF A USER DEVICE BASED ON PRE-STORED INFORMATION FOR MULTIPLE CARRIERS	10264426	4/16/2019

SYSTEM AND METHOD FOR ANALYZING USER EXPERIENCE OF A SOFTWARE APPLICATION ACROSS DISPARATE DEVICES	Application No. 15/393244	Application Filing Date 12/28/2016
SYSTEM AND METHOD FOR FACILITATING FIELD TESTING OF A TEST APPLICATION	10452527	10/22/2019
SYSTEM AND METHOD FOR OBJECTIVELY MEASURING USER EXPERIENCE OF TOUCH SCREEN BASED DEVICES	Application No. 16/377492	Application Filing Date 04/08/2019
SYSTEM AND METHOD FOR FACILITATING CARRIER-SPECIFIC CONFIGURATION OF A USER DEVICE BASED ON PRE-STORED INFORMATION FOR MULTIPLE CARRIERS	Application No. 16/379045	Application Filing Date 04/09/2019
PHYSICAL DEVICE INSPECTION OR REPAIR	Application No. 16/515227	Application Filing Date 07/18/2019

EXHIBIT C

Trademarks

Mark	Reg. Date	Goods/Services	Owner	App. No./Reg. No.
APKUDO	November 11, 2014	(Int'l Class: 42) testing, analysis and evaluation of mobile phones, tablet computers, tablet computers, computer software for mobile phones and tablet computers, mobile phone headsets, mobile phone headphones, watches, glasses, mobile phone speakers, mobile phone headsets, mobile phone keyboards, mobile phone cases, mobile phone straps, mobile phone chargers, mobile phone screen protectors, mobile phone batteries, mobile phone docking stations, and mobile phone memory cards	Apkudo LLC	RN: 4636814 SN: 86238398
APKUDO HIVE	November 15, 2016	(Int'l Class: 42) testing, analysis, and evaluation of mobile phones, tablet computers, and computer software for mobile phones and tablet computers	Apkudo LLC	RN: 5083247 SN: 86701476
HIVE DEVICE PLATFOR M	December 19, 2017	(Int'l Class: 42) testing, analysis, and evaluation of mobile phones, tablet computers, and computer software for mobile phones and tablet computers	Apkudo LLC	RN: 5360948 SN: 87186699

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