TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1   ETAS ID: TM642916
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLASHPARKING, INC.		04/26/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	237 PARK AVENUE
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4173811	FLASH VALET
Registration Number:	4825791	FLASHMOBILE
Registration Number:	5287866	FLASHPARKING
Registration Number:	5689481	FLASHPARCS

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 2147455612
Email: ngraham@winstead.com
Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1:   2728 N. Harwood Street
Address Line 2:   Suite 500
Address Line 4:   Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	13312-710
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	04/28/2021

CH $115.00   4173811

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of April 26, 2021 by and among FLASHPARKING, INC., a Delaware corporation ("Borrower"), each of its undersigned Domestic Subsidiaries party hereto (together with Borrower, collectively, the "Grantors", and each a "Grantor"), and JPMORGAN CHASE BANK, N.A. (the "Lender"), on behalf of the Lender and the other Secured Parties.

BACKGROUND

The Grantors and the Lender have entered into a Second Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

In connection with the Credit Agreement, the Grantors executed and delivered that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender, on behalf of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Agreement.

Each Grantor is entering into this Agreement in order to induce the Lender to extend credit to Borrower under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article IX of the Credit Agreement.

ACCORDINGLY, the Grantors and the Lender, on behalf of the Secured Parties, hereby agree as follows:

ARTICLE I
DEFINITIONS; OTHER TERMS

1.1   Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2   Terms Defined in UCC. Capitalized terms used herein which are defined in the UCC and which are not otherwise defined in this Agreement are used herein as defined in the UCC.

1.3   Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it by Section 2.1 hereof.

"Copyrights" means, with respect to any Grantor, all of such Grantor's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Excluded Property" has the meaning assigned to it in the Security Agreement.

"Licenses" means, with respect to any Grantor, all of such Grantor's right, title, and interest in and to the following: (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Patents" means, with respect to any Grantor, all of such Grantor's right, title, and interest in and to the following: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Trademarks" means, with respect to any Grantor, all of such Grantor's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of Texas or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Lender's Lien on any Collateral.

ARTICLE II
GRANT OF SECURITY INTEREST

2.1   Grant of Security Interest. Each Grantor hereby pledges, assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure the prompt and complete payment and performance of the Secured Obligations:

       (a)   all Copyrights, including, without limitation, those listed on Exhibit A hereto;

       (b)   all Trademarks, including, without limitation, those listed on Exhibit B hereto;

       (c)   all Licenses, including, without limitation, those listed on Exhibit C hereto;

       (d)   all Patents, including, without limitation, those listed on Exhibit D hereto; and

       (e)   all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files,

computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in any Excluded Property for so long as such property constitutes Excluded Property; provided, that if and when any of the exclusions in the definition of Excluded Property cease to apply to such property, such property will automatically cease to be Excluded Property and will be deemed at all times from and after such date to constitute Collateral.

2.2   Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Lien granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Lien on the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control; provided, however, a more expansive or explanatory term or provision shall not be deemed a conflict.

ARTICLE III
MISCELLANEOUS

3.1   Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantors, the Lender, the other Secured Parties and their respective successors and permitted assigns, except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Lender. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Lender, for the benefit of the Lender and the other Secured Parties, hereunder.

3.2   Survival of Representations. All representations and warranties of the Grantors contained in this Agreement shall survive the execution and delivery of this Agreement.

3.3   Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.4   Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantors and the Lender relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Lender relating to the Collateral.

3.5   Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

3.6   CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTORS:

FLASHPARKING, INC.

By: _Sharon McCollum_

Name: Sharon McCollum
Title: Chief Financial Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT – Signature Page

LENDER:

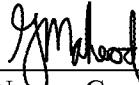JPMORGAN CHASE BANK, N.A.

By: _____
    Name: Grace Mahood
    Title: Authorized Signatory

<u>EXHIBIT A</u>

COPYRIGHTS

None.

EXHIBIT B

TRADEMARKS

Mark	Jurisdiction	Serial Number	Filing Date	Registration Number	Registration Date	Registered Owner
FLASH VALET	U.S.	85241182	February 14, 2011	4173811	July 17, 2012	FlashParking, Inc.
FLASHMOBILE	U.S.	86509135	January 21, 2015	4825791	October 6, 2015	FlashParking, Inc.
FLASHPARKING	U.S.	87213815	October 24, 2016	5287866	September 12, 2017	FlashParking, Inc.
FLASHPARCS	U.S.	88011465	June 22, 2018	5689481	March 5, 2019	FlashParking, Inc.
FLASH VALET	Canada	2016602	March 10, 2020	n/a	In process.	FlashParking, Inc.
FLASHMOBILE	Canada	2016608	March 10, 2020	n/a	In process	FlashParking, Inc.
FLASHPARKING	Canada	2016605	March 10, 2020	n/a	In process	FlashParking, Inc.
FLASHPARCS	Canada	2016600	March 10, 2020	n/a	In process	FlashParking, Inc.

Domain Name Registrations – FlashParking, Inc. owns Internet domain name registrations for the following websites:

- findmeparking.com
- FLASHEPAY.COM
- flashmobilityhub.com
- FLASHPARC.COM
- FLASHPARCS.COM
- FLASHPARCS.NET
- flashparking.co
- flashparking.com
- flashparking.net
- flashparking.us
- FLASHRECEIPT.COM
- flashreceipts.com
- FLASHVALET.COM
- FLASHVALET.MOBI
- HITMEUP.MOBI
- HITMEUP.NET
- KLEVERLOGIC.COM
- MOXBLI.COM
- MOXBLY.COM
- MYFLASHMOBILE.COM
- PARKING.SYSTEMS

- PINGVALET.COM
- READYNEXT.COM
- SAYNOTOWAITING.COM

TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number
N/A			

EXHIBIT C

LICENSES

(i) Outbound Licenses

1. Pursuant to the agreements FlashParking, Inc. enters into with its customers, FlashParking, Inc. has granted each counterparty a license to certain of the FlashParking, Inc.'s intellectual property and proprietary rights.
2. Integration Services Agreement, dated June 1, 2014, by and between FlashParking, Inc. and Smart Marketing Concepts, Inc.
3. Marketing Services Agreement, dated May 20, 2014, by and between FlashParking, Inc. and ParkJockey Global, LLC.
4. Marketing Services Agreement, dated May 6, 2016, by and between FlashParking, Inc. and Smarking.
5. Integration Services Agreement, dated July 5, 2014, by and between FlashParking, Inc. and Parking Panda Corp.
6. Integration Services Agreement, dated July 5, 2014, by and between FlashParking, Inc. and SPOTHERO, INC.
7. SPOTHERO License Agreement, dated August 17, 2018, by and between FlashParking, Inc. and SPOTHERO, INC.
8. ParkWhiz LOI, by and between FlashParking, Inc. and ParkWhiz.

(ii) Inbound Licenses

1. FlashParking, Inc. enters into agreements with vendors relating to the manufacture of equipment to be delivered to FlashParking, Inc.'s customers, pursuant to which FlashParking, Inc. has been granted a license of certain intellectual property and proprietary rights of the counterparty.
2. Confidential Disclosure Agreement For Development/Procurement/Manufacturing Transactions, dated September 9, 2015, by and between FlashParking, Inc. and Oracle America, Inc (Micros).
3. Letter Agreement, dated January 4, 2013, by and between FlashParking, Inc. and Galaxy Hotel Systems LLC.
4. Services Work Order Short Form Agreement, dated November 18, 2014, by and between FlashParking, Inc. and Infor (US), Inc.
5. Source Code License Agreement, dated April 25, 2013, by and between FlashParking, Inc. and David Glenn Lemley III.
6. Project License, The Apache Software License, Version 2.0, available at https://zxing.github.io/zxing/license.html - Barcode Scanning library
7. Software Library License Agreement, dated August 18, 2016, by and between FlashParking, Inc. and Dean A. Cleaver.
8. Janus Systems – Janus WinForms Controls Suite v 4.0 License Agreement, available at https://www.componentsource.com/download/janus-ui-controls-net/50831
9. Subscription Services Agreement, dated July 31, 2020, by and between FlashParking, Inc. and Oracle America, Inc.
10. SmartSheet User Agreement, available at https://www.smartsheet.com/legal/user-agreement.
11. Agreement, dated May 22, 2020 between FlashParking, Inc. and Uncanny Vision Americas Inc.
12. FlashParking, Inc. has entered into standard software licenses for the following applications:

Item Number	Application Name	Vendor
1	Service Cloud	

Item Number	Application Name	Vendor
2	Almyta Control System	Almyta Systems
3	Intacct	Intacct
4	PayCom	PayCom
5	Solid Works	Dassault Systems
6	O365	Microsoft
7	Visio	Microsoft
8	Expensify	Expensify
9	Uber Conference	Uber Conference
10	Talk Desk	Talk Desk
11	Chase Online	Chase
12	Navicat 12	Premium Soft
13	Wasp Labeler	Wasp Barcode Technologies
14	SAP Concur	World Travel
15	SAP Litmos	SAP
16	BlueBeam Revu 2019	BlueBeam
17	Hyper Terminal Private Addition	Hilgraeve
18	DialPad	DialPad
19	UberConference	DialPad
20	Adobe Acrobat Pro	Adobe
21	CPQ	Salesforce
22	CPQ Training for Admins	Salesforce
23	Partner Community Members	Salesforce
24	30 Customer Community Plus Enterprise	Salesforce
25	Quip	Salesforce
26	Sales Cloud Enterprise Edition	Salesforce
27	Service Cloud Enterprise Edition	Salesforce
28	Salesforce Inbox	Salesforce
29	Pardot Plus	Salesforce
30	Salesforce Engage	Salesforce
31	sertifi.com	sertifi.com
32	RightSignature	Citrix
33	Reflector 3	Squirrels LLC
34	Logmein Central	Logmein
35	Statuspage	Atlassian
36	UptimeRobot	UptimeRobot
37	Shareworks	Morgan Stanley
38	Avalara	Avalara
39	TestRail	Gurock Software GmbH
40	Jira Cloud	Atlassian Pty Ltd,
41	SalesForce Jira Plugin	Atlassian Pty Ltd,
42	Ozeki library	Gurock
43	Solicall	Solicall
44	Active Reports	GrapeCity
45	Visual Studio	Microsoft
46	Telerik	Telerik.com

Item Number	Application Name	Vendor
47	Send Grid	SendGrid.com
48	Mailbee.net	Afterlogic
49	Ninja Tables Pro	WPManage Ninja LLC
50	Charles Proxy	Charles Proxy
51	Cyberduck	iterate GmbH
52	ReSharper	JetBrains
53	RedGate	Red-Gate
54	ScandIT	ScandIT
55	Drivers License Library	
56	Mail Chimp	MailChimp.com
57	Font Awesome	FontAwsome.com
58	InMotion Hosting	InMotionHosting
59	WordPress	WordPress.com
60	TinyMCE	www.tiny.cloud
61	DropBox	Dropbox
62	Azure Devops	Microsoft Azure

Other

1. FlashParking, Inc. has the right to access the source code of certain software pursuant to the Asset Purchase Agreement dated October 23, 2020 by and among FlashParking, Inc., ZipPark, Inc. and Barry Lazowski.
2. On June 11, 2020, FlashParking, Inc. received a letter from the Vice President of IP Licensing & Business Development of SkiData seeking a meeting with FlashParking, Inc. to discuss a licensing arrangement between FlashParking, Inc. and SkiData of certain patents. FlashParking, Inc. responded by email, but SkiData has not provided any details regarding the patents it would seek to license to FlashParking, Inc.
3. Certain of the patents listed above were assigned to FlashParking, Inc. pursuant to Patent Assignments separate from the Employee Proprietary Information Agreement.

<u>EXHIBIT D</u>

PATENTS AND PATENT APPLICATIONS

<u>FlashParking, Inc.</u>:

Title of Invention	Application Number(s)	Filing Date(s)	Patent Number(s)	Issue Date(s)	Registered Owner
ON-DEMAND BASED PRICING CAPABILITIES FOR PARKING MANAGEMENT	16/536,065	August 8, 2019	N/A	N/A	FLASHPARKING, INC.
BLUETOOTH PARKING ACCESS MANAGEMENT	16/657,700	October 18, 2019	N/A	N/A	FLASHPARKING, INC.
GATELESS PARKING ACCESS REVENUE CONTROL SYSTEM	16/739,962	January 10, 2020	N/A	N/A	FLASHPARKING, INC.
TRANSACTION VERIFICATION IN A POST-PAY PARKING FACILITY	16/788,144	February 11, 2020	N/A	N/A	FLASHPARKING, INC.
METHOD AND SYSTEM FOR TOUCHLESS PARKING FACILITY ENTRY	63/037,359	June 10, 2020	N/A	N/A	FLASHPARKING, INC.
METHOD AND SYSTEM FOR ADJUSTABLE HEIGHT KIOSK	63/116,628	November 20, 2020	N/A	N/A	FLASHPARKING, INC.