

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quadro Partners, Inc.		11/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86868668	BUILDING A MORE EFFICIENT ECONOMY FOR TH	
Serial Number:	86868626	CADRE	
Serial Number:	87099536	CADRE	
Serial Number:	86325868	CADRE	
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:	6508157636		
Email:	aalwine@mwe.com		
Correspondent Name:	Judy M. Mohr / MCDERMOTT WILL & EMERY		
Address Line 1:	275 Middlefield Road, Suite 100		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
NAME OF SUBMITTER:	Judy M. Mohr		
SIGNATURE:	/Judy M. Mohr/		
DATE SIGNED:	05/02/2019		
Total Attachments: 10			
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of November 21, 2018, by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and QUADRO PARTNERS, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is QUADRO PARTNERS, INC and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and QUADRO PARTNERS, INC.

The Parties, together with QP Cadre IL LLC, a Delaware limited liability company, Cadre Advance LLC, a Delaware limited liability company and QP RC AM LLC, a Delaware limited liability company have entered into a Plain English Growth Capital Loan and Security Agreement dated as of November 21, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement and to the extent allowed under applicable law, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks (other than the Excluded Trademarks), Copyrights, and applications for Patents, Trademarks (other than Excluded Trademarks) and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks (other than the Excluded Trademarks), Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto, all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds of the foregoing.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, other than the Excluded Trademarks.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our reasonable costs and expenses, including reasonable attorney's fees, related to Our exercise of the rights herein.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, upon Our reasonable request, alone or with Us, any security agreements, or other documents that We reasonably request to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us pursuant to this Agreement.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your lawful attorney-in-fact to modify, with prior notice to You, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney-in-fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

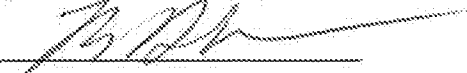
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: QUADRO PARTNERS, INC.

Signature:



Print Name:

RYAN WILLIAMS

Title:

CHIEF EXECUTIVE OFFICER & PRESIDENT

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between QUADRO PARTNERS, INC., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None		

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between QUADRO PARTNERS, INC., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Status	App./Reg. Nos. and Dates	Goods/Services Description	Owner
BUILDING A MORE EFFICIENT ECONOMY FOR THE WORLD'S MOST IMPACTFUL BUYERS AND SELLERS.	United States	Registered	App. No. 86868668 Filing Date: January 7, 2016 Reg. No. 5273813 Reg. Date: August 29, 2017	Class 36: Providing a website for real estate investors featuring information in the field of real estate investment opportunities	Quadro Partners, Inc.
CADRE	United States	Registered	App. No. 86868626 Filing Date: January 7, 2016 Reg. No. 5089569 Reg. Date: November 29, 2016	Class 36: Real estate investing services for others via an Internet website portal; providing an Internet website portal offering investment opportunities in the field of real estate Class 42: Software as a service (SAAS) services featuring software for enabling investors to invest in real estate via an Internet website portal	Quadro Partners, Inc.
CADRE	United States	Registered	App. No. 87099536 Filing Date: July 11, 2016 Reg. No. 5397252 Reg. Date: February 6, 2018	Class 36: Providing a website for investors featuring information in the field of investment of funds; purchasing and selling investments in the nature of investment brokerage; real estate investment services for others via an Internet website portal; providing an Internet website portal offering investment opportunities Class 42: Providing a website featuring technology that enables	Quadro Partners, Inc.

				users to view investment opportunities and perform research on those investments using material and information provided by the website; Software as a service (SAAS) services featuring software for enabling investors to invest in, purchase, sell, market investment opportunities via an Internet website portal	
CADRE	United States	Registered	App. No. 86325868 Filing Date: July 1, 2014 Reg. No. 5015426 Reg. Date: August 9, 2016	Class 36: Providing a website for real estate investors featuring information in the field of real estate deals investment Class 42: Providing a website featuring technology that enables users to view potential real estate investments and perform research on those investments using material and information provided by the website	Quadro Partners, Inc.
CADRE	European Union (via Madrid Protocol)	Registered	App. No. 1387170 Filing Date: October 6, 2017 Reg. No. 1387170 Reg. Date: July 3, 2018	Class 36: Real estate investing services for others via an Internet website portal; providing investment opportunities in the field of real estate via an Internet website portal; providing information in the field of investment of funds for investors via a website; purchasing and selling investments in the nature of investment brokerage; real estate investment services for others via an Internet website portal; providing investment opportunities via an Internet website portal Class 42: Software as a service (SAAS) services featuring software for enabling investors to invest in real estate via an Internet website portal; providing technology via a website that enables users to view investment opportunities and perform research on those investments using material and information provided by the	Quadro Partners, Inc.

				website; software as a service (SAAS) services featuring software for enabling investors to invest in, purchase, sell, market investment opportunities via an Internet website portal	
CADRE	Israel (via Madrid Protocol)	Pending	App. No. 1387170 Filing Date: October 6, 2017	Class 36: Real estate investing services for others via an Internet website portal; providing investment opportunities in the field of real estate via an Internet website portal; providing information in the field of investment of funds for investors via a website; purchasing and selling investments in the nature of investment brokerage; real estate investment services for others via an Internet website portal; providing investment opportunities via an Internet website portal Class 42: Software as a service (SAAS) services featuring software for enabling investors to invest in real estate via an Internet website portal; Providing a website featuring technology that enables users to view investment opportunities and perform research on those investments using material and information provided by the website; Software as a service (SAAS) services featuring software for enabling investors to invest in, purchase, sell, market investment opportunities via an Internet website portal	Quadro Partners, Inc.
CADRE	United Kingdom (via Madrid Protocol)	Registered	App No. 1387170 Filing Date: October 6, 2017 Reg. No. 1387170 Reg. Date:	Class 36: Real estate investing services for others via an Internet website portal; providing investment opportunities in the field of real estate via an Internet website portal; providing information in the field of investment of funds for investors via a website; purchasing and selling investments in the nature of investment brokerage; real estate	Quadro Partners, Inc.

			May 24, 2018	<p>investment services for others via an Internet website portal; providing investment opportunities via an Internet website portal</p> <p>Class 42: Software as a service (SAAS) services featuring software for enabling investors to invest in real estate via an Internet website portal; providing technology via a website that enables users to view investment opportunities and perform research on those investments using material and information provided by the website; software as a service (SAAS) services featuring software for enabling investors to invest in, purchase, sell, market investment opportunities via an Internet website portal</p>	
CADRE	<p>Madrid Protocol</p> <p>Designated Jurisdictions: European Union, Israel, United Kingdom</p>	Registered	<p>App. No. 1387170</p> <p>Filing Date: October 6, 2017</p> <p>Reg. No. 1387170</p> <p>Reg. Date: February 1, 2018</p>	<p>Class 36: Real estate investing services for others via an Internet website portal; providing investment opportunities in the field of real estate via an Internet website portal; providing information in the field of investment of funds for investors via a website; purchasing and selling investments in the nature of investment brokerage; real estate investment services for others via an Internet website portal; providing investment opportunities via an Internet website portal</p> <p>Class 42: Software as a service (SAAS) services featuring software for enabling investors to invest in real estate via an Internet website portal; providing technology via a website that enables users to view investment opportunities and perform research on those investments using material and information provided by the website; software as a service (SAAS) services featuring software</p>	Quadro Partners, Inc.

				for enabling investors to invest in, purchase, sell, market investment opportunities via an Internet website portal	
CADRE	South Africa	Pending	App. No. 201734920 Filing Date: November 29, 2017	Class 36: Real estate investing services for others via an Internet website portal; providing an Internet website portal offering investment opportunities in the field of real estate; Providing a website for investors featuring information in the field of investment of funds; purchasing and selling investments in the nature of investment brokerage; real estate investment services for others via an Internet website portal; providing an Internet website portal offering investment opportunities	Quadro Partners, Inc.
CADRE	South Africa	Pending	App. No. 201734921 Filing Date: November 29, 2017	Class 42: Software as a service (SAAS) services featuring software for enabling investors to invest in real estate via an Internet website portal; Providing a website featuring technology that enables users to view investment opportunities and perform research on those investments using material and information provided by the website; Software as a service (SAAS) services featuring software for enabling investors to invest in, purchase, sell, market investment opportunities via an Internet website portal	Quadro Partners, Inc.

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between QUADRO PARTNERS, INC., as You (Grantor)
And TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		