

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIMEADE, INC.		05/10/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4462854	LIMEADE	
Registration Number:	4462856	LIMEADE	
Registration Number:	4462855	LIMEADE	
Registration Number:	5092074	IT'S TOTALLY POSSIBLE	
Registration Number:	4470997	LIMEADE	
Registration Number:	4477419	LIMEADE	
Registration Number:	3396405	LIMEADE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	8585506472		
Email:	dmonteblanco@cooley.com		
Correspondent Name:	DEREK MONTEBLANCO		
Address Line 1:	4401 EASTGATE MALL		
Address Line 2:	C/O COOLEY LLP		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1831		
NAME OF SUBMITTER:	DEREK MONTEBLANCO		

CH \$190.00 4462854

SIGNATURE:	/DEREK MONTEBLANCO/
DATE SIGNED:	05/17/2019
Total Attachments: 6 source=[Executed] Limeade IPSA 5-14-19#page1.tif source=[Executed] Limeade IPSA 5-14-19#page2.tif source=[Executed] Limeade IPSA 5-14-19#page3.tif source=[Executed] Limeade IPSA 5-14-19#page4.tif source=[Executed] Limeade IPSA 5-14-19#page5.tif source=[Executed] Limeade IPSA 5-14-19#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 10, 2019 by and among COMERICA BANK ("Bank") and LIMEADE, INC., a Washington corporation ("Limeade") and LIMEADE TECHNOLOGIES CANADA INC., a Quebec corporation ("Technologies"; Limeade and Technologies are each a "Grantor" and collectively, the "Grantors" provided that each reference to "Grantor" or "Grantors" in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (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 Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such 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 Grantors and Bank, each 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 Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of such 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such 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 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.

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:

10885 NE 4th Street, Suite 400
Bellevue, WA 98004

Attn: legal@limeade.com

LIMEADE, INC.

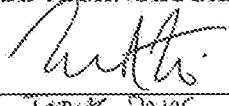
By: 
Name: TOBIAS DAVIS
Title: VP FINANCE

Address of Grantor:

c/o LIMEADE, INC.
10885 NE 4th Street, Suite 400
Bellevue, WA 98004

Attn: legal@limeade.com

LIMEADE TECHNOLOGIES CANADA INC.

By: 
Name: TOBIAS DAVIS
Title: MARKETING DIRECTOR

Address of Bank:

m/c 7578
39200 Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

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:

10885 NE 4th Street, Suite 400
Bellevue, WA 98004

Attn: legal@limeade.com

LIMEADE, INC.

By: _____

Name: _____

Title: _____

Address of Grantor:

c/o LIMEADE, INC.
10885 NE 4th Street, Suite 400
Bellevue, WA 98004

Attn: legal@limeade.com

LIMEADE TECHNOLOGIES CANADA INC.

By: _____

Name: _____

Title: _____

Address of Bank:

m/c 7578
39200 Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: _____

Name: Walter Weston

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
LimeadeAssessment	TX0006838807	05/08/08

In addition, Limeade creates copyrightable works on an ongoing basis that are not registered, for example: aspects of the Limeade platform, images, website content, software code, marketing materials, white papers and other original works.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
Systems and methods for a holistic well-being assessment	12/463,353	05/08/09
System and methods for a holistic well-being assessment	15/790,379	10/23/17
Systems and methods for a holistic well-being assessment	11/879,030	07/12/07
Employee Turnover and Retention Dashboard Using Well-Being Program Data	62/612,158	12/29/17
Employee Turnover and Retention Dashboard Using Well-Being Program Data	16/236,133	12/28/18
System and method for synchronization and delivery of various media and text elements	13/679,835	11/16/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
LIMEADE	4,462,854	01/07/14
LIMEADE	4,462,856	01/07/14
LIMEADE	4,462,855	01/07/14
IT'S TOTALLY POSSIBLE	5,092,074	11/29/16
LIMEADE	4,470,997	01/21/14
LIMEADE	4,477,419	02/04/14
LIMEADE	3,396,405	03/11/08