

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUPSHUP, INC.		06/10/2020	Corporation:
RECEIVING PARTY DATA			
Name:	PINNACLE VENTURES, L.L.C., as Agent		
Street Address:	480 S. California Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4644661	TEAMCHAT	
Registration Number:	4724881	CHATLET	
Registration Number:	4724882	TEAMCHAT	
Registration Number:	5614475	GUPSHUP	
Serial Number:	87616969	AIRMEZZ	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472169		
Email:	qluflood@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati, P.C.		
Address Line 1:	One Market Plaza, Spear Tower, Suite 330		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	30897.103		
NAME OF SUBMITTER:	Qui Lu flood		
SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	06/11/2020		
Total Attachments: 7			

CH \$140.00 4644661

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 10, 2020 by **GUPSHUP, INC.**, a Delaware corporation ("**Grantor**") in favor of **PINNACLE VENTURES, L.L.C.** ("**Secured Party**") as agent for the lenders ("**Lenders**") identified on Schedule 1 to the Loan Agreement (as defined below).

RECITALS

A. Lenders have made or will make certain advances of money and extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Grantor, Secured Party and Lenders dated as of June 10, 2020 (as the same may be amended, restated, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Under the Loan Agreement, Grantor has granted to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks, and mask works listed on Schedules A, B, C, and D 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Transaction 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 Secured Party 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 Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

(signature page follows)

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:

GUPSHUP, INC.

Address

By: *Amit Shrivastava*

Attn:

Name: AMIT SHRIVASTAVA

Title: CFO

SECURED PARTY:

Address of Secured Party:

PINNACLE VENTURES, L.L.C.

480 S. California Avenue
Palo Alto, CA 94306
Attn: Chief Operating Officer

By: _____

Name: Robert N. Savoie

Title: Chief Operating Officer

(Signature page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 006963 FRAME: 0646

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:

GUPSHUP, INC.

Address

By: _____

Attn:

Name: _____

Title: _____

SECURED PARTY:

Address of Secured Party:

PINNACLE VENTURES, L.L.C.

480 S. California Avenue
Palo Alto, CA 94306
Attn: Chief Operating Officer

By: Robert N. Savoie

Name: Robert N. Savoie

Title: Chief Operating Officer

(Signature page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 006963 FRAME: 0647

EXHIBIT A

Copyrights

Description/Title

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System And Method For Secure And Efficient Communication Within An Organization	U.S. Patent No. 10,135,763;	11/20/2018
System And Method For Secure And Efficient Communication Within An Organization	201827041692	11/3/2018
System And Method For Secure And Efficient Communication Within An Organization	PCT/US17/30585	2-May-17
Chat Messaging	201627028893	24-Aug-16
Chat Messaging	PCT/US2015/13335	28-Jan-15
System And Method For Secure And Efficient Communication Within An Organization	201780027646	2-Nov-18
System And Method For Secure And Efficient Communication Within An Organization	BR112018072631-1	3-Nov-18

EXHIBIT C

Trademarks

<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TEAMCHAT (logo)	4644661	11-Apr-14
TEAMCHAT (logo)	1631295	23-Aug-17
TEAMCHAT (word)	T1400644B	15-Jan-14
TEAMCHAT (word)	13901348	21-Apr-15
CHATLET (word)	4724881	21-Apr-15
TEAMCHAT (Word)	4724882	21-Apr-15
TEAMCHAT (word)	2657864	10-Jan-14
CHATLET (Word)	1933971	7/26/2018
GUPSHUP	5614475	27-Nov-18
GUPSHUP (word)	1800357	31-Aug-16
INTERBOT (logo)	3488176	20-Feb-17
AIRMEZZ (word)	3639106	19-Sep-17
AIRMEZZ (word)	87616969	21-Sep-17

EXHIBIT D

Mask Works

None