

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foursquare Labs, Inc.		07/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	125 High Street, Ste. 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	97123235	CITY GUIDE	
Registration Number:	6175477	PINPOINT BY FOURSQUARE	
Registration Number:	6731932	SWARM	
Registration Number:	6719013	SWARM	
Registration Number:	4902454		
Registration Number:	4791855	F	
Registration Number:	5955748	PINPOINT	
Registration Number:	4080414	SWARM	
Registration Number:	3942932	FOURSQUARE	
Registration Number:	4895840	FACTUAL	
Registration Number:	5011039	FACTUAL	
Registration Number:	5129327	GEOPULSE	
Registration Number:	5110105	GEOPULSE PROXIMITY	
Registration Number:	3874088	FACTUAL	
Registration Number:	4239322	PLACED	
Registration Number:	5438078	PANEL	
Serial Number:	90393520	UNFOLDED	
CORRESPONDENCE DATA			

OP \$440.00 97123235

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.761
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NAME OF SUBMITTER:	Jaclyn Di Grande
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SIGNATURE:	/jaclyn di grande/
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DATE SIGNED:	07/13/2022
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of July, 2022, by and between FOURSQUARE LABS, INC., a Delaware corporation (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of July 13, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors from time to time party thereto and Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (including by reference to another agreement), and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

(a) all of the Grantor's registered Trademarks and applications for Trademarks in the United States Patent and Trademark Office set forth on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark exclusively licensed by the Grantor under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any

Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule I to include any new registered trademark rights of the Grantor constituting Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral of the Grantor, whether or not listed on Schedule I.

6. RECORDATION. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed

counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FOURSQUARE LABS, INC., a Delaware corporation

By: 

Name: Gary Little

Title: President & CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007786 FRAME: 0014

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Anna M. Bellinghausen
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007786 FRAME: 0015

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Foursquare Labs, Inc.	USA	CITY GUIDE	97123235	11/12/21
Foursquare Labs, Inc.	USA	PINPOINT BY FOURSQUARE	6175477	10/13/20
Foursquare Labs, Inc.	USA	SWARM	6731932	5/24/22
Foursquare Labs, Inc.	USA	SWARM	6719013	5/3/22
Foursquare Labs, Inc.	USA	[DESIGN ONLY] SWARM LOGO	4902454	2/16/16
Foursquare Labs, Inc.	USA	STYLIZED F	4791855	8/11/15
Foursquare Labs, Inc.	USA	PINPOINT	5955748	1/7/20
Foursquare Labs, Inc.	USA	SWARM	4080414	1/3/12
Foursquare Labs, Inc.	USA	FOURSQUARE	3942932	4/12/11
Foursquare Labs, Inc.	USA	FACTUAL	4895840	2/2/16
Foursquare Labs, Inc.	USA	FACTUAL & DESIGN	5011039	8/2/16
Foursquare Labs, Inc.	USA	GEOPULSE	5129327	1/24/17

Foursquare Labs, Inc.	USA	GEOPULSE PROXIMITY	5110105	12/27/16
Foursquare Labs, Inc.	USA	FACTUAL	3874088	11/9/10
Foursquare Labs, Inc.	USA	PLACED	4239322	11/6/12
Foursquare Labs, Inc.	USA	PANEL	5438078	4/3/18
Foursquare Labs, Inc.	USA	UNFOLDED	90393520	12/18/20