

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNEXIN SOFTWARE, INC.		05/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	12011 SUNSET HILLS ROAD		
Internal Address:	SUITE 425		
City:	RESTON		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4726186	OP	
Registration Number:	4726185	OP	
Registration Number:	4333570	OFFICE PRACTICUM	
Registration Number:	2449910	OFFICE PRACTICUM	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000005		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		
DATE SIGNED:	05/17/2017		

CH \$115.00 4726186

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 17, 2017 (the “**Agreement**”), between WESTERN ALLIANCE BANK, an Arizona corporation (“**Lender**”) and CONNEXIN SOFTWARE, INC., a Delaware corporation (“**Grantor**”) is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended from time to time, the “**Loan Agreement**”), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the “**Intellectual Property Collateral**”):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the “**Trademarks**”), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the “**Mask Works**”);

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CONNEXIN SOFTWARE, INC.

By Ellen G. Purdy
Name: Ellen G. Purdy
Title: CFO

Address for Notices:

Connexin Software, Inc.
Attn: Ellen G. Purdy
602 W. Office Center Drive, Suite 350
Fort Washington, Pennsylvania 19034
Email: epurdy@officepracticum.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____
Name: _____
Title: _____

Address for Notices:

Bridge Bank, a division of Western Alliance Bank
Attn: Matthew Klinger, SVP
12011 Sunset Hills Road, Suite 425
Reston, Virginia 20190
Email: matt.klinger@bridgebank.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CONNEXIN SOFTWARE, INC.

By _____

Name: _____

Title: _____

Address for Notices:

Connexin Software, Inc.
Attn: Ellen G. Purdy
602 W. Office Center Drive, Suite 350
Fort Washington, Pennsylvania 19034
Email: epurdy@officepracticum.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By  _____

Name: _____

Title: Membership Manager

Address for Notices:

Bridge Bank, a division of Western Alliance Bank
Attn: Matthew Klinger, SVP
12011 Sunset Hills Road, Suite 425
Reston, Virginia 20190
Email: matt.klinger@bridgebank.com

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
OP (& design)	86,152,640	4,726,186 (04/28/2015)		12/26/2013
OP	86,152,630	4,726,185 (04/28/2015)		12/26/2013
OFFICE PRACTICUM	85,464,592	4,333,570 (02/26/2013)		11/04/2011
OFFICE PRACTICUM	75,705,714	2,449,910 (05/08/2001)		05/13/1999

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
None Identified				