

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467816

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|--|---|-------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BANKER'S TOOLBOX, INC. | | 03/29/2018 | Corporation: CALIFORNIA |
| MAINSTREET TECHNOLOGIES, LLC | | 03/29/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC BANK, NATIONAL ASSOCIATION | | |
| Street Address: | COMMERCIAL LOAN SERVICE CENTER/DCC | | |
| Internal Address: | 500 FIRST AVENUE | | |
| City: | PITTSBURGH | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4049091 | BAM+ | |
| Registration Number: | 4501026 | CATCH THE BAD GUYS. | |
| Registration Number: | 3822442 | CREST | |
| Registration Number: | 3905920 | CTR MANAGER | |
| Registration Number: | 3855980 | EDD | |
| Registration Number: | 3815948 | KITE MANAGER | |
| Registration Number: | 3905921 | QAR QUESTIONABLE ACTIVITY REPORTING | |
| Registration Number: | 4494964 | SMARTSCENARIOS | |
| Registration Number: | 4719559 | BAM | |
| Registration Number: | 3035281 | BANKER'S TOOLBOX | |
| Registration Number: | 4092626 | WATCHLIST MANAGER | |
| Registration Number: | 4181031 | WIREFRAUD MANAGER | |
| Registration Number: | 4291776 | WIREPRO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

OP \$340.00 4049091

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-569-5619
Email: PECSENYE@BLANKROME.COM
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-15042

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 03/30/2018

Total Attachments: 16

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of March 29, 2018, is made by **BANKER'S TOOLBOX, INC.**, a California corporation ("Company"), **MAINSTREET TECHNOLOGIES, LLC**, a Delaware limited liability company ("Mainstreet" and together with Company, collectively, the "Grantors" and each individually, a "Grantor"), in favor of Agent (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as July 9, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantors, BKTB Holdings, Inc. ("Holdings" and, together with the Grantors, the "Loan Parties" and each, individually, a "Loan Party"), the Persons which are now or which hereafter become lenders thereunder (collectively, the "Lenders" and each, individually, a "Lender"), and PNC Bank, National Association ("PNC"), as agent on behalf of the Lenders ("Agent" and, together with the Lenders, the "Secured Parties" and each, individually, a "Secured Party"), Lenders have made and/or will in the future make certain extensions of credit to Company, Holdings and Mainstreet (collectively, the "Borrowers") upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of Grantors' assets (other than the Excluded Property), including without limitation all of Grantors' Intellectual Property and specifically including all of Grantors' registered patents, trademarks and copyrights and all of Grantors' filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"); and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantors in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and

each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantors' right, title and interest in, to and under the following Collateral of each Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, after giving effect to the Fourth Amendment Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, after giving effect to the Fourth Amendment Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, after giving effect to the Fourth Amendment Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by a Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of each Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of each Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Lenders to make extensions of credit to the Borrowers under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to

the Agent pursuant to the Credit Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the other Secured Parties with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Subject to Section 13.4 of the Credit Agreement, the pledge and security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all such Obligations have been indefeasibly paid and satisfied in full in cash (other than contingent obligations which have not been asserted by any Secured Party, the Lenders' commitment to make Advances has been terminated and the Credit Agreement has been terminated).

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), such Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.8 of the Credit Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which such Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by such Grantor, and without limiting the generality of the provisions of Section 1 hereof above, each Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but such Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, such Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Registered

Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Each Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a true and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof, after giving effect to the Fourth Amendment Transactions.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

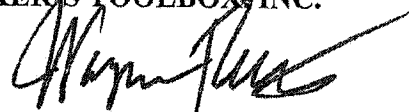
Section 11. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of each Grantor and Agent, and their respective successors and assigns, except that Grantors may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

BANKER'S TOOLBOX, INC.

By: 
Name: Wayne Roberts
Title: CEO & President

MAINSTREET TECHNOLOGIES, LLC

By: _____
Name:
Title:


In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


BANKER'S TOOLBOX, INC.

By: _____
Name:
Title:

MAINSTREET TECHNOLOGIES, LLC

By: 
Name: PAUL DREES
Title:

ACCEPTED AND AGREED
as of the date first above written:
PNC BANK, NATIONAL ASSOCIATION

By:  _____
Name: Robert Fuertes
Title: Vice President

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

Company

Patent Application

| Application No. | Title | Filing Date | Status | Inventors |
|------------------------|--|--------------------|---------------|---|
| 12/714,165 | Techniques for Identifying High Risk Portfolio With Automated Commercial Real- Estate Stress Testing | 02/26/2010 | Pending | Cho, Daniel Choe, Kyong Sik Andrews, Josh |

Trademarks and Service Marks

| | Trademark | Reg. No. | Registered Date | Registrant |
|-----|-------------------------------------|-----------------|------------------------|------------------------|
| 1. | BAM+ | 4,049,091 | Nov. 1, 2011 | Banker's Toolbox, Inc. |
| 2. | Catch the bad guys. | 4,501,026 | Mar. 25, 2014 | Banker's Toolbox, Inc. |
| 3. | CREST | 3,822,442 | July 20, 2010 | Banker's Toolbox, Inc. |
| 4. | CTR Manager | 3,905,920 | Jan. 11, 2011 | Banker's Toolbox, Inc. |
| 5. | EDD | 3,855,980 | Oct. 5, 2010 | Banker's Toolbox, Inc. |
| 6. | Kite Manager | 3,815,948 | July 6, 2010 | Banker's Toolbox, Inc. |
| 7. | QAR QUESTIONABLE ACTIVITY REPORTING | 3,905,921 | Jan. 11, 2011 | Banker's Toolbox, Inc. |
| 8. | SmartScenarios | 4,494,964 | Mar. 11, 2014 | Banker's Toolbox, Inc. |
| 9. | BAM | 4,719,559 | April 14, 2015 | Banker's Toolbox, Inc. |
| 10. | Banker's Toolbox | 3,035,281 | Dec. 27, 2005 | Banker's Toolbox, Inc. |
| 11. | WatchList Manager | 4,092,626 | Jan. 24, 2012 | Banker's Toolbox, Inc. |
| 12. | WireFraud Manager | 4,181,031 | July 24, 2012 | Banker's Toolbox, Inc. |
| 13. | WirePro | 4,291,776 | Feb. 19, 2013 | Banker's Toolbox, Inc. |

Trademark Application

None.

Licenses

1. NServiceBus Standard Edition Per-Core License Agreement, between NServiceBus Ltd. and Banker's Toolbox, Inc. [INBOUND]
2. License Agreement between Banker's Toolbox Inc. and Nomino Data dated October 14, 2014. [INBOUND]
3. Licensing and Outsourcing Agreement between Banker's Toolbox, Inc. and Fidelity Information Services, Inc. dated March 29, 2006, as amended by Amendment 01 dated October 11, 2006, Amendment 02 dated December 8, 2009, Amendment 03 dated April 15, 2011, Amendment 04 dated October 23, 2012, Amendment 05 dated October 23, 2012, and Amendment 06 dated May 3, 2013. [INBOUND AND OUTBOUND]
4. Software Referral and Joint Marketing Agreement between Banker's Toolbox, Inc. and Fidelity Information Services dated April 20, 2005, as amended by Amendment No. 1 dated August 16, 2010 and together with Letter of Clarification dated June 6, 2014, and Waiver of Right of First Refusal dated April 24, 2015. [OUT BOUND]
5. Strategic Reseller Agreement between Banker's Toolbox, Inc. and i_TECH Corporation dated July 19, 2007, together with Addendum No. 1 dated March 18, 2008. [OUTBOUND]
6. Strategic Reseller Agreement between Banker's Toolbox, Inc. and 21st Century Financial Services dated July 19, 2007 as amended by Amendment No. 1 dated February 17, 2015. [OUTBOUND]
7. License Agreement between Banker's Toolbox, Inc. and Corporation for American Banking, LLC dated June 22, 2011 as amended by Amendment No. 1 dated August 14, 2013 and Amendment No. 2 dated June 1, 2014. [INBOUND]
8. Referral Agreement with Extract Files between Banker's Toolbox, Inc. and BMA Corporation dated September 6, 2007. [OUTBOUND]
9. Customer Referral Agreement between Banker's Toolbox, Inc. and ChoicePoint Public Records, Inc. dated April 21, 2006. [INBOUND]
10. Strategic Reseller Agreement between Banker's Toolbox, Inc. and Financial Institution Service Corporation dated April 24, 2008, as amended by Amendment No. 1 dated December 19, 2014. [OUTBOUND]
11. Master Relationship Agreement between Banker's Toolbox, Inc. and Harland Financial Solutions, Inc. dated April 21, 2005, together with Attachment A - Business Framework Document dated April 21, 2005 and Attachment B -Business Framework Document dated May 9, 2006. [INBOUND AND OUTBOUND]
12. EZTeller Data Extract Utility License Agreement between Banker's Toolbox, Inc. and Harland Financial Solutions, Inc. and dated February 5, 2008. [INBOUND]
13. Referral Agreement between Banker's Toolbox, Inc. and InfoTech Alliance Bank Services dated March 25, 2009. [OUTBOUND]

14. Referral Agreement with Extract File between Banker's Toolbox, Inc. and Integrated Bank Technology dated October 3, 2011. [OUTBOUND]

Mainstreet

Licenses

1. The FIS Agreement [OUTBOUND]
2. The Company enters into a Master Services Agreement with its customers in the ordinary course of business pursuant to which it grants such customer a non-exclusive license of rights in Company Intellectual Property [OUTBOUND]
3. Socio Labs Sales Agreement, by and between the Company and Socio Labs Inc., dated November 1, 2017. [INBOUND]
4. License Agreement, by and among the Company, ALLL Solutions, LLC and Renaissance Consulting and Engineering, LLC, dated August 1, 2012, as amended by that certain Addendum to Consultant Agreement, dated November 4, 2012. [INBOUND]
5. Agreement, by and between the Company and Summit Associates, Inc., dated September 25, 2012, as amended by that certain Addendum to September 21, 2012 Agreement between MainStreet Technologies, Inc. and Summit Associates, Inc., dated March 5, 2015. [INBOUND]

Common Law Trademarks

Mainstreet Technologies

MST

Domain Names

Mainstreet-tech.com

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, by **BANKER'S TOOLBOX, INC.**, a California corporation with an address at 12331-B Riata Trace Parkway, Building 4, Suite 200, Austin Texas 78727 ("Company"), **MAINSTREET TECHNOLOGIES, LLC**, a Delaware limited liability company with an address at 121 Midway Drive, Cornelia, Georgia 30531 ("Mainstreet" and together with Company, collectively, the "Grantors" and each individually, a "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("Agent" and, together with the Lenders, the "Secured Parties" and each, individually, a "Secured Party"), a national banking association with an address at 350 S. Grand Ave., Ste 3850, Los Angeles, CA 90071:

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Amended and Restated Intellectual Property Security Agreement dated as of March 29, 2018 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, each Grantor has agreed that upon the acquisition by such Grantor of any new Registered Intellectual Property, such Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which such Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by such Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, such Grantor hereby assigns, pledges and grants to Agent, for its benefit and

for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Each Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Each Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Each Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Registered Intellectual Property Collateral owned by such Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by such Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, each Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

BANKER'S TOOLBOX, INC.

By: _____
Name:
Title:

MAINSTREET TECHNOLOGIES, LLC

By: _____
Name:
Title:

:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name:

Title:

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

074658.15042/106739572v.2

RECORDED: 03/30/2018

**TRADEMARK
REEL: 006304 FRAME: 0221**