

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

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OMB No. 0651-0027 (exp. 06/30/2008)	ob/16 - Office States Patent and Trademark Office	
TRADEM	IARKS ONLY	
To the Director of the U.S. Patent and Trademark Office:	Please record the attached documents or the new address(es) below.	
Name of conveying party(ies): Sagequest, LLC	2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? Yes No	
Oagequest, LLO	Name: Silicon Valley Bank	
	Internal Address Loan Documentation HF 154	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address: 3003 Tasman Dr.	
☐ Other	City Santa Clara State CA Country USA	
Additional name(s) of conveying parties attached? Yes No	State CA Country USA	
3. Nature of conveyance/ Execution Date(s):	Zip 95054	
Additional name(s) of conveying parties attached? 3. Nature of conveyance/ Execution Date(s): Execution Date(s): 12/20/06	Association Citizenship	
☐ Assignment ☐ Merger	Limited Partnership Citizenship	
Security Agreement ☐ Change of Name	☐ Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No (Designations must be a separate document from assignment)	
☐ Other	(a co.g. and a coperate accumum and accumum,	
4. Application number(s) or registration number(s) and id	lentification or description of the Trademark:	
A. Trademark Application No.(s) 76/455,201	B. Trademark Registration No.(s) 3,125,937	
76/520,835		
76/461,448		
76/462,235		
Registration Number is unknown): 1/04/2007 DBYRNE 00000049 76455201 1 FC:8521 2 FD:8522me and address of part 400.00 pp. correspondence	6. Total number of applications and	
concerning document should be mailed:	registrations involved: 5	
Name: Silicon Valley Bank Internal Address: Loan Collateral HF154	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$140.00 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed	
Street Address: 3003 Tasman Dr.		
City: Santa Clara State: CA ZIP: 95054	8. Payment Information:	
Phone Number: (408) 654-4042	a. Credit Card Last 4 Numbers	
Fax Number: (408) 654-6313	Expiration Date	
Email Address: Idc@svbank.com	b. Deposit Account Number Authorized User Name	
9. Signature. <u>Hause O Signature</u>	12/210/00 Date	
Manbel Higgredg Go Army Zuhn Name of Person Signing	Total number of pages including cover sheet, attachments, and document:	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and SAGEQUEST LLC ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Bank 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:

<u>AGREEMENT</u>

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	SAGEQUEST LLC
23550 Commerce Park, Suite 2 Beachwood, OH 44122 Attn:	By: Title: Pri Durit C20
	BANK:
Address of Bank:	SILICON VALLEY BANK
230 W. Monroe, Suite 720 Chicago, IL 60606 Attn:	Title: REARTZONENTE MONROS

GRANTOR:

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application <u>Date</u>

EXHIBIT B

Patents

Description

1. Provisional Patend Willbration
For Hodbler Analog windess Dada Telematry
System

Registration/ Application Number

Registration/ Application Date

2. Provisional Patent Application
For Wereless/ D.g. Let Vhindos Desta Telanity 60/412,011
System

TRADEMARK

REEL: 003458 FRAME: 0935

EXHIBIT C

Trademarks

Description US Tradamak Application For Transland	Registration/ Application Number 7455, 201	Registration/ Application <u>Date</u> 9/23/2002
Holice of Phraphenie Mork: TEEN-TRAK	764552ci	5/19/2005
US Trademorte Application For: Bigond the Hap	76/520,635	6/21/2005
New United States Trademark Upplerator FOR: DRIVER -TRAK	76/461,448	11/20/2002
New United Stales Trademicle Applicates FOR: TRAVEL-TRAJE	76/462,235	10/22/2002
Notice of Publication Marks TERN -TRINK	74455701	4/22/2003
OS Resisdantes for Specients	3,125,937	Applicate Deta 1/20/2005 Ayrdata Deta: 8/8/2006

EXHIBIT D

Mask Works

Description

RECORDED: 01/03/2007

Registration/ Application Number Registration/ Application <u>Date</u>