

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
iModules Software, Inc.		07/11/2012	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	SaaS Capital Funding, LLC		
Street Address:	1540 Broadway		
Internal Address:	Suite 150		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3131656	IMODULES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2123446101		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212.908.3956		
Email:	Adam.Jachimowski@ThompsonHine.com		
Correspondent Name:	Adam F. Jachimowski		
Address Line 1:	335 Madison Avenue		
Address Line 2:	12th Floor		
Address Line 4:	New York, NEW YORK 10017-4611		
ATTORNEY DOCKET NUMBER:	079532.00003		
NAME OF SUBMITTER:	Adam F. Jachimowski		
Signature:	/Adam F. Jachimowski/		

OP \$40.00 3131656

Date:

07/13/2012

**Total Attachments: 6**

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

This Patent and Trademark Security Agreement is entered into as of July 11, 2012 by and between SaaS Capital Funding, LLC ("Grantee") and iModules Software, Inc. ("Grantor").

**RECITALS**

A. Grantee has agreed to make certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"). The term "Patents" means United States, foreign and international issued patents, pending patent applications other patent rights including, without limitation, design and utility patents, utility models, industrial designs, divisionals, continuations, continuations-in-part, reexaminations, renewals, reissues, and extensions thereof, and the inventions disclosed or claimed therein, and any improvements thereon, and any application or patent claiming priority thereto or therefrom, in each case including all applications therefore. The term "Trademarks" means any trademarks and service marks, trade name, corporate name, company business names, fictitious business names, trade styles, trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, Software license rights and agreements and confidential information now owned or hereafter acquired, service marks, logos, and any other designs or sources of business identifiers, indicia of origin or similar devices, any trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, Software license rights and agreements and confidential information now owned or hereafter acquired, databases, domain names, Software, all registrations with respect thereto, all applications with respect to the foregoing, and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated with any and all of the foregoing, throughout the world, in each case whether now or hereafter existing, together with all rights and interests associated with the foregoing, including, without limitation, license royalties, claims or rights against third parties for any past, present or future infringement of any trademark or similar device or registration thereof, or for any injury to the goodwill associated therewith, and all corresponding rights throughout the world.

B. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Patent and Trademark Security Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents and Trademarks to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority 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 and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest in all of Grantor's right, title and interest in, to and under its Patents and Trademarks (including without limitation those Patents and Trademarks listed on Exhibits A and B 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.

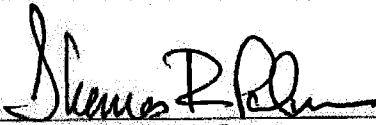
This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for in this Patent and Trademark 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 an person, including Grantee, of any or all other rights, powers or remedies.

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IMODULES SOFTWARE, INC.

By:   
Name: THOMAS PALMER  
Title: CHAIRMAN

Address of Grantor:

iModules Software, Inc.  
7400 W. 132nd Street, Suite 300  
Overland Park, Kansas 66213  
Attention of: President / Chief Financial Officer

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: \_\_\_\_\_  
Name:  
Title:

Address of Grantee:

SaaS Capital Funding, LLC  
1540 Broadway, Suite 1610  
New York, New York 10036  
Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IMODULES SOFTWARE, INC.


By: \_\_\_\_\_  
Name:  
Title:

Address of Grantor:

iModules Software, Inc.  
7400 W. 132nd Street, Suite 300  
Overland Park, Kansas 66213  
Attention of: \_\_\_\_\_

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By:   
Name: Todd Gardner  
Title: Authorized Signatory

Address of Grantee:

SaaS Capital Funding, LLC  
1540 Broadway, Suite 1610  
New York, New York 10036  
Attention: Todd Gardner / Martin Friedman

EXHIBIT A

Patents

<u>Title</u>	<u>Country</u>	Patent/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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\*NONE\*

EXHIBIT B

Trademarks

<u>Mark</u>	<u>Country</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
<b>iMODULES</b>	USA	3131656	August 26, 2006

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RECORDED: 07/13/2012

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REEL: 004820 FRAME: 0301