

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iModules Software, Inc.		02/20/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	SaaS Capital Funding, LLC		
Street Address:	1225 Hayward Avenue		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45208		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2216665	ALUMNI CONNECTIONS	
Registration Number:	3682529	COMMUNITY CONNECTIONS	
Registration Number:	2286015	MEMBER CONNECTIONS	
CORRESPONDENCE DATA			
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:	212.344.5680		
Email:	Adam.Jachimowski@thompsonhine.com		
Correspondent Name:	Adam F. Jachimowski		
Address Line 1:	335 Madison Avenue		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	New York, NEW YORK 10017-4611		
ATTORNEY DOCKET NUMBER:	079532.00003		
NAME OF SUBMITTER:	Adam F. Jachimowski		

OP \$90.00 2216665

Signature:	/Adam F. Jachimowski/
Date:	03/20/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of February 20, 2013 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 "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 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 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 Trademarks (including without limitation those Trademarks listed on Exhibit A 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 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 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 R. PALMER

Title: EXEC. CHAIRMAN

Address of Grantor:

iModules Software, Inc.
7400 W. 132nd Street, Suite 300
Overland Park, Kansas 66213
Attention of: President and/or CFO

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: _____

Name:

Title:

Address of Grantee:

SaaS Capital Funding, LLC
1225 Hayward Avenue
Cincinnati, Ohio 45208
Attention: Todd Gardner

IN WITNESS WHEREOF, the parties have caused this 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: President and/or CFO

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: 

Name: *Todd Gardner*

Title:

Address of Grantee:

SaaS Capital Funding, LLC
1225 Hayward Avenue
Cincinnati, Ohio 45208
Attention: Todd Gardner

EXHIBIT A

Trademarks

Trademark	Serial Number	Registration Number	Registration Date
Alumni Connections	75194027	[2216665]	01/05/1999
Community Collections	77651361	3682529	09/15/2009
Member Connections	75273907	2286015	10/12/1999