

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Noetix Corporation		06/24/2013	CORPORATION: WASHINGTON

<b>RECEIVING PARTY DATA</b>	
Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking assocition: TEXAS

<b>PROPERTY NUMBERS Total: 6</b>		
Property Type	Number	Word Mark
Registration Number:	3380819	NOETIX
Registration Number:	2590758	NOETIX
Registration Number:	2558095	NOETIX WEBQUERY
Registration Number:	2558047	NOETIX QUERY SERVER
Registration Number:	2430186	NOETIX
Registration Number:	2172653	NOETIXVIEWS

<b>CORRESPONDENCE DATA</b>	
Fax Number:	7349302494
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	734-761-3780
Email:	asujek@bodmanlaw.com
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC
Address Line 1:	201 South Division, Suite 400
Address Line 4:	Ann Arbor, MICHIGAN 48104

OP \$165.00 3380819

**TRADEMARK**

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	07/24/2013
<b>Total Attachments: 5</b> source=Nighthawk -- Noetix Corporation Intellectual Property Security Agreement -- 06_24_2013#page1.tif source=Nighthawk -- Noetix Corporation Intellectual Property Security Agreement -- 06_24_2013#page2.tif source=Nighthawk -- Noetix Corporation Intellectual Property Security Agreement -- 06_24_2013#page3.tif source=Nighthawk -- Noetix Corporation Intellectual Property Security Agreement -- 06_24_2013#page4.tif source=Nighthawk -- Noetix Corporation Intellectual Property Security Agreement -- 06_24_2013#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 24, 2013 by and between COMERICA BANK ("Bank") and NOETIX CORPORATION, a Washington corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and/or Nighthawk Acquisition Corporation ("Co-Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Co-Borrower dated as of June 24, 2013 as the same may be amended, modified or supplemented from time to time, including without limit by that certain Joinder Agreement dated as of June 24, 2013 pursuant to which Grantor became a party thereto as a "Borrower" (collectively, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor and/or Co-Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor and/or Co-Borrower under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations and the obligations of Co-Borrower under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor and/or Co-Borrower, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

Address of Grantor:

401 Congress Ave., Suite 2950  
Austin, Texas 78701

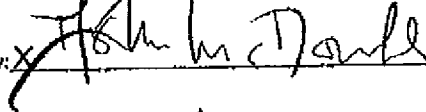
Attn: JOHN T. McDONALD

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

GRANTOR:

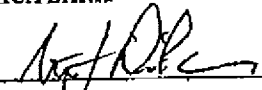
NOETIX CORPORATION

By: 

Title: CHAIRMAN

BANK:

COMERICA BANK

By: 

Title: Senior Vice President

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

<b>Title</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Date Granted</b>
Computer implemented system and method for the generation of data access applications	12/036927	2/25/08	8,255,871	8/28/12
Computer implemented system and method for the generation of data access applications	10/421532	4/22/03	7,350,191	3/25/08
Distributed data warehouse query and resource management system	09/123729	7/28/98	6,178,418	1/23/01

**EXHIBIT C****Trademarks****U.S. Trademarks:**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
NOETIX	77/196959	6/4/07	3,380,819	2/12/08
NOETIX (and Design)	76/129588	9/15/00	2,590,758	7/9/02
NOETIX WEBQUERY (Block letters)	76/080104	6/29/00	2,558,095	4/9/02
NOETIX QUERY SERVER (Block letters)	76/064769	6/7/00	2,558,047	4/9/02
NOETIX	75/279965	4/23/97	2,430,186	2/20/01
NOETIXVIEW	75/279963	4/23/97	2,172,653	7/14/98

**Foreign Jurisdiction Trademarks:**

Trademark	Country	Application/Registration Date	Application/Registration Number
NOETIX	Australia	Aug. 29, 2002/ April 14, 2003	925219/925219
Noetix	Canada	Sept. 18, 2001/ 14, 2004	1115864/ TMA619478
Noetix	European Community	Sept. 10, 2001/ May 14, 2003	2369809
Noetix	India	Sept. 29, 2003/ March 31, 2007	1240229/ 1240229
Noetix	New Zealand	May 30, 2007/ Dec. 6, 2007	769364/ 769364
Noetix	Norway	Oct. 7, 1997/ May 14, 2008	199708188/ 190078
Noetix	Singapore	Sept. 4, 2002/ Sept. 4, 2002	T02/13609E/ T02/13609E
Noetix	United Arab Emirates	Dec. 25, 2005/ Oct. 29, 2008	76246/ 91702
Noetix	United Kingdom	March 6, 1997/ Feb. 12, 1999	2125714/ 2125714
Noetixviews	United Kingdom	March 6, 1997/ Feb. 12, 1999	2125725/ 2125725