

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
On Center Software, Inc.		10/23/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	1225 Seventeenth Street, Suite 2850
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	an Ohio banking corporation: OHIO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4352359	ON-SCREEN
Registration Number:	4248532	QUICK BID
Registration Number:	4244479	ON CENTER
Registration Number:	2594387	ON-SCREEN TAKEOFF
Registration Number:	3713264	DIGITAL TAKEOFF TABLE
Registration Number:	3667201	QUICK BID BY MORE FLOODS INC. THE 5 MINU
Registration Number:	2878932	% COMPLETE
Registration Number:	2886039	DIGITAL % COMPLETE

CORRESPONDENCE DATA

Fax Number: 4352143811
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 435-214-3807
 Email: mjones@markuswilliams.com
 Correspondent Name: Melinda Jones

CH \$215.00 4352359

Address Line 1: 2750 Rasmussen Road, Suite H-104
Address Line 4: Park City, UTAH 84098

ATTORNEY DOCKET NUMBER:	10798.542
NAME OF SUBMITTER:	Melinda Jones
Signature:	/mej/
Date:	12/22/2013

Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

Date: October 23, 2013

DEBTOR: On Center Software, Inc.
8708 Technology Forest Place, Suite 175
The Woodlands, TX 73381
Attention: David Cusimano
Telecopy: (281) 210-5535
Confirmation: (281) 297-9000

SECURED PARTY: Fifth Third Bank
Structured Finance Group
1225 Seventeenth Street, Suite 2850
Denver, Colorado 80202
Attention: Brandon Wallace
Telecopy: (866) 359-5353
Confirmation: (303) 524-3508

Recitals

A. The Debtor, On Center Holdings, Inc., a Delaware corporation (“**OCH**”), and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may be amended, modified, extended or cancelled from time to time, the “**Loan Agreement**”) (at all times up to and including the making of the initial Advance, “**Borrower**” means OCH, and at all times thereafter, “**Borrower**” means OCH or OCS, and “**Borrowers**” means OCH and OCS) pursuant to which the Secured Party has agreed to extend to the Borrowers certain credit accommodations.

B. It is a condition precedent to the obligation of the Secured Party to extend credit accommodations pursuant to the terms of the Loan Agreement that this Patent and Trademark Security Agreement (this “**Agreement**”) be executed and delivered by the Debtor.

NOW, THEREFORE, In consideration of the credit accommodations which have been or may be extended to the Debtor and for other good and valuable consideration, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Defined Terms. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given them therein. In addition, the following terms have the meanings set forth below:

“**Patents**” means all of the Debtor’s right, title and interest in and to patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Exhibit A attached hereto and made a part hereof and all patents

and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue and recover for past, present and future infringements of any of the foregoing, all as presently existing or hereafter arising or acquired.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Debtor’s right, title and interest in and to: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) filed in connection therewith, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof; (ii) licenses, fees or royalties with respect to the foregoing; (iii) the right to sue and recover for past, present and future infringement, dilution and damages therefore; and (iv) licenses thereunder; all as presently existing or hereafter arising or acquired; and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor’s business connected with the use of, and symbolized by, the foregoing.

2. Security Interest. To secure the complete and timely payment and satisfaction of the Liabilities, the Debtor hereby pledges and assigns to, and grants the Secured Party a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation, duly organized and existing in good standing and has full power and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary corporate action and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its Organization Documents or any agreement presently binding on it. This Agreement has been duly executed and delivered by the authorized officers of the Debtor and constitutes its lawful, binding and legally enforceable obligation. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any Governmental Authority.

(b) **Patents.** Exhibit A accurately lists all federally registered United States Patents and applications for the registration of United States Patents, in each case, owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement. No Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting. The Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any Liens other than Permitted Liens, including without limitation, shop rights and covenants by the Debtor not to sue third persons. The Debtor has no notice of any suits or actions commenced or threatened with reference to any Patent.

(c) **Trademarks.** Exhibit B accurately lists all federally registered United States Trademarks and applications for the registration of United States Trademarks, in each case, owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement. No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting. The Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any Liens other than Permitted Liens, including without limitation, shop rights and covenants by the Debtor not to sue third persons. The Debtor has no notice of any suits or actions commenced or threatened with reference to any Trademark.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either:
(i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or
(ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and

deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor agrees to maintain the quality of any and all products in connection with which the Patents and Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, the Debtor agrees that the Secured Party, or a conservator appointed by the Secured Party, shall have the right to establish such additional product quality controls as the Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Debtor in connection with the Patents and Trademarks. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (other than those Patents or Trademarks that Debtor determines are no longer necessary for, or used in the ordinary conduct of, its business), nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and

stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under Section 3(i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Post-Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under Section 3(i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default has occurred and is continuing, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Liabilities.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, at its option and from time to time, exercise any one or more of the following rights or remedies:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks in accordance with this Agreement and the Loan Agreement.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in its Permitted Discretion in aid of such enforcement.

7. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered (a) three (3) days after deposit in the United States mails, with proper postage prepaid, (b) when sent after receipt of confirmation or answerback if sent by telecopy, or other similar facsimile transmission, (c) one (1) Business Day after deposited with a reputable overnight courier with all charges prepaid, or (d) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address or number at the address specified above, or at such other address as such party shall have specified to the other party hereto in writing.

8. No Duties Owed by Secured Party. The Debtor acknowledges and agrees that the Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. The Secured Party has not made any representations or warranties with respect to this Agreement.

9. Construction. Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

10. CHOICE OF LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE LAWS OF THE STATE OF NEW YORK, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

11. CONSENT TO JURISDICTION.

(a) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SECTION 11(b), SECURED PARTY AND DEBTOR AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE COURTS LOCATED IN THE CITY AND COUNTY OF NEW YORK, NEW YORK, AND THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF. DEBTOR AND SECURED PARTY IRREVOCABLY AND UNCONDITIONALLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN. IN ALL DISPUTES, DEBTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(b) OTHER JURISDICTIONS. DEBTOR AGREES THAT SECURED PARTY SHALL HAVE THE RIGHT TO PROCEED AGAINST DEBTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SECURED PARTY TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SECURED PARTY. DEBTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIM IN ANY PROCEEDING BROUGHT BY SECURED PARTY TO REALIZE ON PROPERTY, COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY. DEBTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SECURED PARTY HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SECTION 11(b).

12. SERVICE OF PROCESS. DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND IRREVOCABLY APPOINTS CT CORPORATION, AS DEBTOR'S AGENT FOR THE PURPOSE OF ACCEPTING SERVICE OF PROCESS WITHIN THE STATE OF NEW YORK. SECURED PARTY AGREES TO PROMPTLY FORWARD BY CERTIFIED MAIL (NO RETURN RECEIPT REQUIRED) A COPY OF ANY PROCESS SO SERVED UPON SAID AGENT TO DEBTOR AT ITS ADDRESS SET FORTH IN SECTION 7. DEBTOR HEREBY CONSENTS TO SERVICE OF PROCESS AS AFORESAID. DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF THE COURTS REFERRED TO IN SECTION 11 IN ANY SUCH ACTION OR PROCEEDING BY MAILING COPIES OF SUCH SERVICE BY CERTIFIED MAIL, POSTAGE PREPAID TO DEBTOR AT SAID ADDRESS. NOTHING IN

THIS AGREEMENT SHALL AFFECT THE RIGHT OF SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW BUT ANY FAILURE TO RECEIVE SUCH COPY SHALL NOT AFFECT IN ANY WAY THE SERVICE OF SUCH PROCESS

13. WAIVER OF JURY TRIAL AND BOND.

(a) WAIVER OF JURY TRIAL. EACH OF DEBTOR AND SECURED PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SECURED PARTY AND DEBTOR ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. DEBTOR AND SECURED PARTY HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(b) WAIVER OF BOND. DEBTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE POSTING OF ANY BOND OTHERWISE REQUIRED OF SECURED PARTY IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SECURED PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT, OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN SECURED PARTY AND DEBTOR.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. General. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific

instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All representations and warranties contained in this Agreement or in any other agreement between the Debtor and the Secured Party shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Liabilities. Captions in this Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. Without limiting the generality of the immediately preceding sentence, the Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under the Loan Agreement to any other Persons to the extent and in the manner provided in the Loan Agreement and may similarly transfer all or any portion of its rights under this Agreement to such Persons.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

SECURED PARTY:

ON CENTER SOFTWARE, INC.

FIFTH THIRD BANK

By: Cecilia Padilla
Name: Cecilia Padilla
Its: Chief Executive Officer

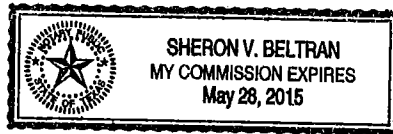
By: _____
Name: Gregory J. Vollmer
Its: Vice President

STATE OF TEXAS)
COUNTY OF MONTGOMERY) ss.

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Cecilia Padilla, the Chief Executive Officer of On Center Software, Inc., a Texas corporation, on behalf of the corporation.

Sheron V. Beltran
Notary Public

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.



The foregoing instrument was acknowledged before me this ___ day of October, 2013, by Gregory J. Vollmer, a Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

SECURED PARTY:

ON CENTER SOFTWARE, INC.

FIFTH THIRD BANK

By: _____
Name: Cecilia Padilla
Its: Chief Executive Officer

By:
Name: Gregory J. Vollmer
Its: Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

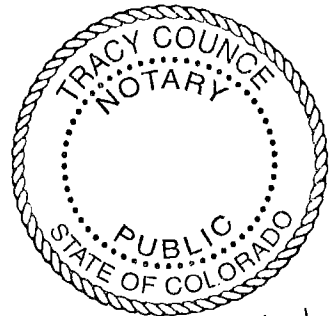
The foregoing instrument was acknowledged before me this ____ day of October, 2013, by Cecilia Padilla, the Chief Executive Officer of On Center Software, Inc., a Texas corporation, on behalf of the corporation.

Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of October, 2013, by Gregory J. Vollmer, a Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation.

Notary Public



Signature Page to
Patent and Trademark Security Agreement

My Commission Expires 10/01/17

TRADEMARK
REEL: 005181 FRAME: 0428

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Digital percent complete process	7,752,065	07/06/2010

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
System and method for digitally monitoring construction project progress	13/399,608	02/17/2012
Change process for construction projects	13/546,813	07/11/2012
Multi condition takeoff in construction project software programs	13/777,714	02/26/2013
Image management in construction project software programs	13/833,329	03/15/2013
Onscreen takeoff incorporating typical areas system, method and computer product	12/154,195	05/21/2008

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ON-SCREEN	4,352,359	06/18/2013
QUICK BID	4,248,532	11/27/2012
ON CENTER	4,244,479	11/20/2012
ON-SCREEN TAKEOFF	2,594,387	07/16/2002
DIGITAL TAKEOFF TABLE	3,713,264	11/17/2009
QUICK BID BY MORE FLOODS INC. THE 5 MINUTE ESTIMATOR and Design 	3,667,201	08/11/2009
% COMPLETE	2,878,932	08/31/2004
DIGITAL % COMPLETE	2,886,039	09/21/2004

APPLICATIONS

Mark

Serial Number

Filing Date

NONE