

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
REALAGE, INC.		10/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 BLACKWELL STREET
Internal Address:	SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2155113	REALAGE
Registration Number:	2261318	REAL AGE
Registration Number:	2305201	REALAGE
Registration Number:	2506643	LIVE LIFE TO THE YOUNGEST
Registration Number:	2797572	MOTIVATING HEALTHY BEHAVIOR
Registration Number:	2801158	DOGAGE
Registration Number:	2913939	REALAGE
Registration Number:	2916425	REALAGE
Registration Number:	2926612	DOG AGE
Registration Number:	3002679	CATAGE
Registration Number:	3014990	YOUR DOG'S 2ND BEST FRIEND
Registration Number:	3057167	BODYAGE
Registration Number:	3216403	REALAGE

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Registration Number:	3838485	JOINTAGE
Registration Number:	4157653	SEXAGE
Registration Number:	4187046	MOUTHAGE
Registration Number:	4187047	PAINAGE
Registration Number:	4187048	SKIN'S REALAGE
Registration Number:	4396473	RISKAGE
Registration Number:	4400405	STRESSAGE
Serial Number:	85071892	BRAINAGE
Serial Number:	85448911	SEXAGE
Serial Number:	85453397	REALAGE
Serial Number:	85468609	REALWOMANAGE
Serial Number:	85468586	ORALHEALTHAGE
Serial Number:	85468553	EATINGAGE
Serial Number:	85468574	PROSTATEAGE
Serial Number:	85468598	REALMANAGE
Serial Number:	85453405	REALAGE

CORRESPONDENCE DATA

Fax Number: 9193541278
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 919-314-3086
Email: loandocsdept@square1bank.com
Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/Lee Conner-alp/
Date:	01/13/2014

Total Attachments: 10
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TRADEMARK
REEL: 005191 FRAME: 0570

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 21, 2013 by and between SQUARE 1 BANK ("*Bank*") and RealAge, Inc., a Delaware Corporation ("*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, Grantor and certain of Grantor's affiliates, dated of even date herewith (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).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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 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 all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (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 (collectively, "*Intellectual Property Collateral*").

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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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

Grantor:

REALAGE, INC.

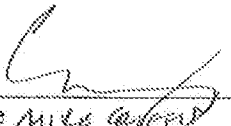
By 
Name Colin B. Dunief
Title VP Finance

Address of Grantor:

3280 Peachtree Road, Suite 600
Atlanta, Georgia 30305

Bank:

Square 1 Bank

By 
Name Mike Anderson
Title VP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement (RealAge)]

1.

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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N/A

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
EXPERT SYSTEM FOR GENERATING GUIDELINE- BASED INFORMATION TOOLS	5,574,828	11/12/1996
SYSTEM AND METHOD FOR DEVELOPING AND SELECTING A CUSTOMIZED WELLNESS PLAN	5,937,387	8/10/1999
SYSTEM AND METHOD FOR DEVELOPING AND SELECTING A CUSTOMIZED WELLNESS PLAN	6,269,339	7/31/2001

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
REALAGE Word Mark; IC 9	2155113	5/5/1998
REAL AGE Word Mark; IC 9	2261318	7/13/1999
REALAGE Word Mark; IC 42	2305201	1/4/2000
LIVE LIFE TO THE YOUNGEST Word Mark; IC 42	2506643	11/13/2001
MOTIVATING HEALTHY BEHAVIOR Word Mark; IC 35	2797572	12/23/2003
DOGAGE Word Mark; IC 45	2801158	12/30/2003
REALAGE Word Mark; IC 9	2913939	12/21/2004
REALAGE Word Mark; IC 16	2916425	1/4/2005
DOG AGE Word Mark; IC 45	2926612	2/15/2005
CATAGE Word Mark; IC 44	3002679	9/27/2005
YOUR DOG'S 2ND BEST FRIEND Word Mark; IC 44	3014990	11/15/2005
BODYAGE Word Mark; IC 9	3057167	2/7/2006
REALAGE Word Mark; IC 44	3216403	3/6/2007

JOINTAGE Word Mark; IC 44	3838485	8/24/2010
SEXAGE Word Mark; IC 44	4157653	6/12/2012
MOUTHAGE Word Mark; IC 44	4187046	8/7/2012
PAINAGE Word Mark; IC 44	4187047	8/7/2012
SKIN'S REALAGE Word Mark; IC 44	4187048	8/7/2012
RISKAGE Word Mark; IC 44	4396473	9/3/2013
STRESSAGE Word Mark; IC 44	4400405	9/10/2013
BRAINAGE Word Mark; IC 44	85/071892	6/25/2010
SEXAGE Word Mark; IC 44	85/448911	10/17/2011
REALAGE Word Mark; IC 29	85/453397	10/21/2011
REALAGE Word Mark; IC 41	85/453405	10/21/2011
REALWOMANAGE Word Mark; IC 44	85/468609	11/9/2011
EATINGAGE Word Mark; IC 44	85/468553	11/9/2011
ORALHEALTHAGE Word Mark; IC 44	85/468586	11/9/2011
PROSTATEAGE Word Mark; IC 44	85/468574	11/9/2011
REALMANAGE	85/468598	11/9/2011

Word Mark; IC 44

International Marks:

REALAGE Word Mark; IC 44; Russian Federation	679864	11/30/2000
REALAGE Word Mark; IC 5, 42; Mexico	1553700	3/1/2001
REALAGE Word Mark; IC 42; Australia	827201	5/8/2001
REALAGE Word Mark; IC 5, 42; Japan	4476685	5/25/2001
REALAGE Word Mark; IC 42; Indonesia	IDM000354294	6/14/2001
REALAGE Word Mark; IC 42; China	1595875	6/28/2001
REALAGE Service Mark; IC 42; Thailand	SM12998	7/1/2001
REALAGE Word Mark; IC 42; Thailand	TM139930	7/3/2001
REALAGE Word Mark; IC 5, 42; Turkey	2000-05253	7/10/2001
REALAGE Word Mark; IC 42; Israel	135878	9/4/2001
REALAGE Word Mark; IC 10,41,42, 44; Germany	30125886	9/9/2001
REALAGE Word Mark; IC 42; Canada	TMA582492	5/27/2003
REALAGE Word Mark; IC 3,9,16,25,28,29,41; WIPO	837380	2/5/2004
REALAGE Word Mark; IC 16,21; Mexico	840154	6/25/2004

REALAGE Word Mark; IC 41; Mexico	840156	6/25/2004
REALAGE Word Mark; IC 9; Mexico	840153	6/25/2004
REALAGE Word Mark; IC 3; Mexico	840152	6/25/2004
REALAGE Word Mark; IC 25; Mexico	840155	6/25/2004
REALAGE Word Mark; IC 29, 30; Mexico	857527	10/28/2004
REALAGE Word Mark; IC 16,19,41; China	G837380	2/5/2005
CATAGE Word Mark; IC 44; CTM	3669769	5/10/2005
REALAGE Word Mark; IC 42; India	1240286	12/22/2005
REALAGE Word Mark; IC 42; Brazil	822643537	4/4/2006
REALAGE Word Mark; IC 10,41,42; CTM	2417111	9/22/2006
REALAGE Word Mark; IC 41; Brazil	826638422	4/15/2008
REALAGE Word Mark; IC 16; Brazil	826638449	4/15/2008
REALAGE Word Mark; IC 29; Brazil	826638430	8/19/2008
REALAGE Word Mark; IC3,16, 29, 38, 41; India	1265495	3/18/2009
REALAGE Word Mark; IC 5; Brazil	822643529	11/9/2010
REALAGE	5381303	1/7/2011

Word Mark; IC 42; Japan