#### 900277942 01/22/2014

#### 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
CONTROLSCAN, INC.		01/06/2014	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ESCALATE CAPITAL PARTNERS SBIC I, L.P.	
Street Address:	300 WEST SIXTH STREET, SUITE 2300	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78701	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3250777	CONTROLSCAN
Registration Number:	3812296	HTML CLONE
Registration Number:	3695537	CRE SECURE
Registration Number:	3703983	VERIFIED: VERIFIED SECURE CONTROLSCAN.CO
Registration Number:	3287214	PRIVACY PROTECTED

#### **CORRESPONDENCE DATA**

**Fax Number**: 2147581550

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: AARON PICKELL

Address Line 1: 2000 MCKINNEY AVE., SUITE 1700

Address Line 2: PATTON BOGGS LLP
Address Line 4: DALLAS, TEXAS 75201

TRADEMARK REEL: 005198 FRAME: 0044

\$140.00 3250777

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ATTORNEY DOCKET NUMBER:	023854.0155	
NAME OF SUBMITTER:	Aaron Pickell	
Signature:	/Aaron Pickell/	
Date:	01/22/2014	
Total Attachments: 6 source=[ControlScan] IP Security Agreement; 4834-8606-9015, 1#page1.tif source=[ControlScan] IP Security Agreement; 4834-8606-9015, 1#page2.tif source=[ControlScan] IP Security Agreement; 4834-8606-9015, 1#page3.tif source=[ControlScan] IP Security Agreement; 4834-8606-9015, 1#page4.tif source=[ControlScan] IP Security Agreement; 4834-8606-9015, 1#page5.tif source=[ControlScan] IP Security Agreement; 4834-8606-9015, 1#page6.tif		

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 6, 2014 by and among ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("Lender") and CONTROLSCAN, INC., a Delaware corporation ("Borrower").

#### **RECITALS**

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated as of January 6, 2014 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between each Borrower and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

4825-1507-6375.

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.

#### **BORROWER:**

**CONTROLSCAN, INC.,** a Delaware corporation

By:

Name: John Fasano

Title: Chief Financial Officer

REEL: 005198 FRAME: 0047

#### LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P., a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,

By: William A. Schell

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Title: Member

# SCHEDULE A Copyrights

None

Schedule A to Intellectual Property Security Agreement 4825-1507-6375.

# SCHEDULE B

### Patents

<u>Description</u>	Patent <u>Number</u>	Registration/ Application <u>Date</u>
US Serial No. 12/466,728 Web Application Vulnerability Scanner Patent	8,365,290	5/15/2009

# SCHEDULE C

## Trademarks

Mark	Filing Date and Application Number	Registration Date and Number
ControlScan Service Mark	12/5/2005 - 78766372	6/12/07 – 3,250,777
HTML Clone	4/23/09	6/29/10 3812296
CRE Secure	3/26/09	10/13/09 3695537
Verified: Verified Secure	08/21/2007	11/03/2009 - 3703983
Controlscan.com		
Privacy Protected	07/19/2005	08/28/2007 - 3287214

Schedule C to Intellectual Property Security Agreement 4825-1507-6375.

**RECORDED: 01/22/2014**