

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
Redapt, Inc.		02/18/2014	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	111 SW Fifth Ave.
City:	Portland
State/Country:	OREGON
Postal Code:	97204
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78888610	R REDAPT
Serial Number:	78888642	R REDAPT
Serial Number:	78888645	R REDAPT
Serial Number:	85446013	REDAPT
Serial Number:	85445950	REDAPT
Serial Number:	85675801	REDAPT CLOUD

CORRESPONDENCE DATA

Fax Number: 2063599000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2063598614
 Email: PHaggerty@perkinscoie.com
 Correspondent Name: Patchen M. Haggerty
 Address Line 1: 1201 Third Avenue, Suite 4900
 Address Line 4: Seattle, WASHINGTON 98101

OP \$165.00 78888610

ATTORNEY DOCKET NUMBER:	12187-7018
NAME OF SUBMITTER:	Patchen M. Haggerty
Signature:	/Patchen M. Haggerty/
Date:	02/21/2014
Total Attachments: 4 source=US BankRedapt Trademark_001#page1.tif source=US BankRedapt Trademark_001#page2.tif source=US BankRedapt Trademark_001#page3.tif source=US BankRedapt Trademark_001#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 18, 2014 by REDAPT, INC., a Texas corporation ("Borrower"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WITNESSETH:

WHEREAS, contemporaneously herewith, Borrower and Bank have entered into the Financing Agreement, dated as of February 18, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), pursuant to which Bank has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, contemporaneously herewith, Borrower, Redapt Systems, Inc. and Bank have entered into the Security Agreement, dated as of February 18, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which Borrower has granted a security interest to Bank in substantially all of its assets, including the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing Borrower hereby agrees for the benefit of Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, Borrower hereby mortgages, pledges and hypothecates to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Borrower of any right under any Trademark, including, without limitation, those set forth on Exhibit A:
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

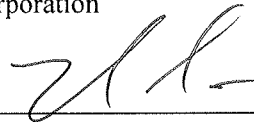
Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Security Agreement and Borrower hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Borrower Remains Liable. Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder.

Section 5. Governing Law. THIS AGREEMENT HAS BEEN DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT REDMOND, WASHINGTON. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF WASHINGTON (WITHOUT REGARD TO WASHINGTON CONFLICTS OF LAW PRINCIPLES).

IN WITNESS WHEREOF, this Agreement has been duly executed by Borrower as of the date first above written.

REDAPT, INC.,
a Texas corporation

By: 
Rick Cantu, President

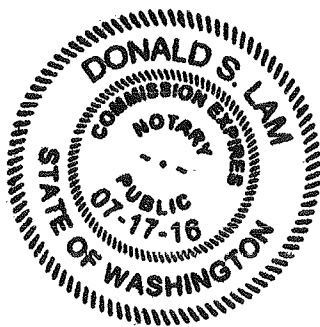
STATE OF WASHINGTON)


) ss.

COUNTY OF King)

I certify that I know or have satisfactory evidence that Rick Cantu is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Redapt, Inc., a Texas corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 18, 2014.




(Signature of Notary)

Donald Lam
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at: Bellvue WA
My appointment expires: 7-17-16.

Accepted as of February 18, 2014

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

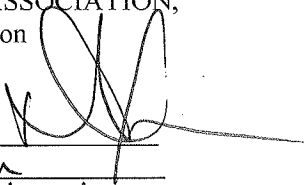





By: 
Name: Daniel Yu
Title: Vice President

EXHIBIT A

Trademarks

PRK Ref. No.	Mark	Status	Country or State	App. Serial Number	Filing Date	Reg. Number	Date Registered	Class
	R REDAPT (stylized - no color claim) 	Registered	US	78/888,610	5/21/2006	3,442,791	6/3/2008	9
	R REDAPT (stylized - no color claim) 	Registered	US	78/888,642	5/21/2006	3,446,865	6/10/2008	37
	R REDAPT (stylized - no color claim) 	Registered	US	78/888,645	5/21/2006	3,442,792	6/3/2008	42
	REDAPT (word)	Registered	US	85/446,013	10/12/2011	4,154,083	6/5/2012	9
	REDAPT (word)	Registered	US	85/445,950	10/12/2011	4,154,080	6/5/2012	42
100.724.198	REDAPT (word)	Registered	Madrid	1107527	1/10/2012	1107527	1/10/2012	42
		Protected	Europe					
		Protected	China					
100.724.201	REDAPT CLOUD (stylized - no color claim) 	Registered	US	85/675,801	7/12/2012	4,398,689	9/10/2013	42
100.724.205	REDAPT (stylized - no color claim)  REDAPT REDAPT	Registered	Hong Kong	302323953	7/23/2012	302323953	7/23/2012	42