

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
CERTICA SOLUTIONS, INC.		11/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SAAS CAPITAL FUNDING, LLC		
Street Address:	1540 Broadway, Suite 1610		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3342479	TESTWIZ	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-443-6600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Mark P. Levy		
Address Line 1:	10050 Innovation Drive		
Address Line 2:	Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	079532.00014/AMI		
NAME OF SUBMITTER:	Mark P. Levy		
Signature:	/Mark P. Levy/		

Date:

02/25/2014

Total Attachments: 7

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (this "Agreement") is entered into as of November 22, 2013 by and between SaaS Capital Funding, LLC ("Grantee") and Certica Solutions, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Grantee has agreed to make certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement").

B. The term "Patents" means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term "Trademarks" means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Borrower connected with and symbolized by such trademarks, service marks and trade dress.

D. The term "Copyrights" means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term "Trade Secrets" means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights 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; provided, however, that such Collateral shall not include: (i) property (including any attachments, accessions or replacements) that is subject to a lien that is permitted pursuant to Section 7.5 of the Loan Agreement, if the grant of a security interest with respect to such property pursuant to this Agreement would be prohibited by the agreement creating such Permitted Lien or would otherwise constitute a default thereunder, provided that such property will be deemed "Collateral" hereunder upon the termination and release of such Permitted Lien; (ii) "intent-to-use" trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademarks; or (iii) Excluded Property.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in 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 an person, including Grantee, of any or all other rights, powers or remedies.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

CERTICA SOLUTIONS, INC.

By: 

Name: Mark Rankovic

Title: President and Chief Executive Officer

Address of Grantor:

Certica Solutions, Inc.

301 Edgewater Place, Suite 110

Wakefield, MA 01880

Attention of: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: _____

Name: Todd Gardner

Title: Chief Executive Officer

Address of Grantee:

c/o DH Capital, LLC

1540 Broadway, Suite 1610

New York, New York 10036

Attention: Chief Executive Officer

914141

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By: _____
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Certica Solutions, Inc.
301 Edgewater Place, Suite 110
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Attention of: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By:  _____
Name: Todd Gardner
Title: Chief Executive Officer

Address of Grantee:

c/o DH Capital, LLC
1540 Broadway, Suite 1610
New York, New York 10036
Attention: Chief Executive Officer

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EXHIBIT A

Patents

None.

EXHIBIT B

Trademarks

1.

TESTWIZ

Registration Number: 3342479

Registration Date: November 27, 2007

EXHIBIT C

Copyrights

1.
Certify Software
Registration Number: TX0007575757
Registration Date: January 11, 2012