

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
CENTRAL DESKTOP, INC.		02/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SAAS CAPITAL FUNDING, LLC
Street Address:	1540 Broadway
Internal Address:	Suite 1610
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4090526	SOCIALBRIDGE
Registration Number:	3156984	CENTRALDESKTOP

CORRESPONDENCE DATA

Fax Number: 9374436635
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	079532.00018/AMI
NAME OF SUBMITTER:	Mark P. Levy

OP \$65.00 4090526

Signature:	/Mark P. Levy/
Date:	02/26/2014
Total Attachments: 7 source=Security_Agreement_Central_Desktop_Inc#page1.tif source=Security_Agreement_Central_Desktop_Inc#page2.tif source=Security_Agreement_Central_Desktop_Inc#page3.tif source=Security_Agreement_Central_Desktop_Inc#page4.tif source=Security_Agreement_Central_Desktop_Inc#page5.tif source=Security_Agreement_Central_Desktop_Inc#page6.tif source=Security_Agreement_Central_Desktop_Inc#page7.tif	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement is entered into as of February 14, 2014, by and between SaaS Capital Funding, LLC ("Grantee") and Central Desktop, Inc. ("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 that any exceptions to the security grant under the Loan Agreement apply to the foregoing security grant under this Agreement.

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:

CENTRAL DESKTOP, INC.

By: 
Name: Isaac Garcia
Title: Chief Executive Officer

Address of Grantor:

Central Desktop, Inc.
129 N. Hill Avenue #202
Pasadena, CA 91106
Attention of: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: _____
Name: Todd Gardner
Title: President

Address of Grantee:

SaaS Capital Funding, LLC
1540 Broadway, Suite 1610
New York, New York 10036
Attention: Chief Executive Officer

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GRANTOR:

CENTRAL DESKTOP, INC.

By: _____
Name:
Title:

Address of Grantor:

Central Desktop, Inc.
129 N. Hill Avenue #202
Pasadena, CA 91106
Attention of: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: 
Name: Todd Gardner
Title: President

Address of Grantee:

SaaS Capital Funding, LLC
1540 Broadway, Suite 1610
New York, New York 10036
Attention: Chief Executive Officer

926441

EXHIBIT A

Patents

None.

EXHIBIT B

Trademarks

Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
4,090,526	N/A	SocialBridge	Jan. 24, 2012	June 2, 2011
3,156,984	N/A	CentralDesktop	Oct. 17, 2006	May 25, 2005

EXHIBIT C

Copyrights

None.