OP \$165.00 78775890

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM301286

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------|----------|----------------|-------------------------------------|
| MEGEL, LLC | | 03/18/2014 | LIMITED LIABILITY COMPANY: TEXAS |

RECEIVING PARTY DATA

| Name: | CADENCE BANK, N.A. |
|-----------------|---|
| Street Address: | 2800 Post Oak Blvd., Suite 3800 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77056 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------|----------|-------------------|
| Serial Number: | 78775890 | INSIGHT INTO DATA |
| Serial Number: | 78775895 | INSIGHT INTO DATA |
| Serial Number: | 78827637 | NEEDLEFINDER |
| Serial Number: | 78827680 | NEEDLEXFINDER |
| Serial Number: | 78827659 | NEEDLEFINDER |
| Serial Number: | 78827696 | NEEDLEXFINDER |

CORRESPONDENCE DATA

Fax Number:

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

US Mail.

Phone: 7138924841

Email: sfrazier@nathansommers.com

Correspondent Name: Sarah Frazier

Address Line 1: 2800 Post Oak Blvd., 61st Floor

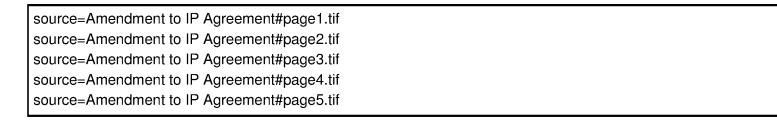
Address Line 4: Houston, TEXAS 77056

| NAME OF SUBMITTER: | Sarah Frazier |
|--------------------|-----------------|
| SIGNATURE: | /Sarah Frazier/ |
| DATE SIGNED: | 04/14/2014 |

Total Attachments: 5

TRADEMARK REEL: 005259 FRAME: 0668

900286061 REEL



FIRST AMENDMENT TO INTELLECTUAL PROPERTY AGREEMENT

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY AGREEMENT ("Amendment"), dated as of March 18, 2014, is between MEGEL, LLC, a Texas limited liability company ("Debtor"), and CADENCE BANK, N.A., a national banking association ("Secured Party").

RECITALS:

WHEREAS, Equivalent Data, LLC, a Texas limited liability company (the "Borrower"), and Secured Party have entered into that certain Loan Agreement dated as of of May 15, 2012, as amended by that certain First Amendment to Loan Agreement dated as of September 30, 2013, that certain Second Amendment to Loan Agreement dated as of December 2, 2013, and that certain Third Amendment to Loan Agreement dated as of February 10, 2014 (as amended, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed that certain Intellectual Property Agreement dated as of May 15, 2012 (the "Security Agreement").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

Amendments

1. <u>Amendment to Schedule A.</u> Effective as of the date hereof, (a) Debtor hereby grants to Secured Party a security interest in the property set forth in Annex "A", whether now owned or existing or hereafter arising or acquired and wherever arising or located, and (b) Debtor acknowledges and agrees that Schedule "A" to the Security Agreement is amended to conform in its entirety to Annex "A" to this Amendment.

ARTICLE II.

Additional Provisions

1. <u>Acknowledgment by Debtor</u>. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the

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obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Loan Agreement).

- 2. <u>Additional Documentation</u>. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.
- 3. <u>Continued Effectiveness</u>. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.
- 4. <u>Governing Law</u>. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 5. <u>Binding Agreement</u>. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
- 6. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.
- 7. <u>No Oral Agreements</u>. This Amendment, the Guaranty Agreement and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

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EXECUTED as of the date first above written.

| DEB1 | TOR: |
|------------------|--|
| MEG | EL, LLC |
| Ву: | By: Name: Michael J. Meyerno Title: |
| <u>SECL</u> | JRED PARTY: |
| CAD | ENCE BANK, N.A. |
| R _V . | |

Melinda Nelson Jackson Senior Vice President

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EXECUTED as of the date first above written.

| <u>DEBTOR</u> : | | |
|--------------------|---------------------------------------|--|
| MEGEL, LLC | | |
| Ву: | Equivalent Data, LLC, its sole member | |
| | By: Name: Title: | |
| <u>SECU</u> | RED PARTY: | |
| CADENCE BANK, N.A. | | |
| | | |

Melinda Nelson Jackson Senior Vice President

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Annex A

TRADEMARKS

| Trademark | Serial No. |
|------------------------------|------------|
| INSIGHT INTO DATA (Class 39) | 78/775,890 |
| INSIGHT INTO DATA | 78/775,895 |
| NEEDLEFINDER (Class 42) | 78/827,637 |
| NEEDLEXFINDER | 78/827,680 |
| NEEDLEFINDER | 78/827,659 |
| NEEDLEXFINDER (Class 39) | 78/827,696 |

PATENTS

None.

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RECORDED: 04/14/2014