

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OGSystems, LLC		04/22/2014	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania, as Administrative Agent		
Street Address:	8614 Westwood Center Drive, Suite 250		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	State Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86091776	THINKING CLOUD	
Registration Number:	4057991	OGSYSTEMS, LLC	
Registration Number:	4117995	OGSYSTEMS	
Registration Number:	4458282	LIMO	
Registration Number:	3922428	GRIDWAVE	
Registration Number:	4361173	CONTRACTIQ	
Registration Number:	4360991	CONTRACTIQ	
Registration Number:	4203496	EMBER	
Registration Number:	4203495	EMBER	
CORRESPONDENCE DATA			
Fax Number:	3012302891		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3012550558		
Email:	nmanning@shulmanrogers.com		
Correspondent Name:	Nancy Manning		
Address Line 1:	12505 Park Potomac Avenue, 6th floor		
Address Line 4:	Potomac, MARYLAND 20854		
ATTORNEY DOCKET NUMBER:	117862.00019		

CH \$240.00 86091776

NAME OF SUBMITTER:	Nancy Manning
SIGNATURE:	/Nancy Manning/
DATE SIGNED:	04/23/2014
Total Attachments: 3 source=Citizens Bank - OGSystems - Assignment of IP Security Interest#page1.tif source=Citizens Bank - OGSystems - Assignment of IP Security Interest#page2.tif source=Citizens Bank - OGSystems - Assignment of IP Security Interest#page3.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of April 22, 2014 (this "Assignment"), made by OGSYSTEMS, LLC, a Virginia limited liability company, and each other "Borrower" party from time to time to the hereinafter defined Loan Agreement (collectively, the "Borrowers") in favor of CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank ("Citizens Bank"), acting in the capacity as administrative agent for the hereinafter defined Lenders ("Administrative Agent"). Capitalized terms used and not otherwise defined herein shall have the meanings attributed to such terms in the hereinafter defined Loan Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Business Loan and Security Agreement dated as of April 22, 2014, by and among (a) the Borrowers, (b) the Administrative Agent, and (c) Citizens Bank, acting in its capacity as the Swing Line Lender and as a Lender, and each other "Lender" party thereto from time to time (the "Lenders") (as amended, modified or restated from time to time, the "Loan Agreement"), and to further evidence the Administrative Agent's lien on the Collateral (as defined in the Loan Agreement), the Borrowers have agreed to execute and deliver this Assignment to the Administrative Agent.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers hereby agree as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.


II. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY. The Borrowers hereby assign and transfer to the Administrative Agent and hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of each Borrower's right, title and interest in, to and under all patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names and licenses owned or utilized by such Borrower that do not constitute Excluded Assets (collectively, the "Intellectual Property Collateral"), including the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on the Schedule attached to this Assignment.

III. SECURITY AGREEMENT. The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Lenders, pursuant to the Intellectual Property Security Agreement dated of even date herewith made by the Borrowers in favor of Citizens Bank, acting in its capacity as Administrative Agent. The Borrowers hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Borrowers have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWERS:

OGSYSTEMS, LLC, a Virginia limited liability company

By: 
Name: Garren Pagon
Title: President

[Signature Page to Assignment of Intellectual Property Security Interest]

SCHEDULE TO
Assignment of Intellectual Property Security Interest

<u>INTELLECTUAL PROPERTY</u>	<u>REGISTRATION NUMBER (OR APPLICATION SERIAL NUMBER)</u>	<u>REGISTRATION (OR FILING DATE)</u>
OGSystems, LLC	4057991	November 22, 2011
OGSystems	4117995	March 27, 2012
Thinking Cloud	86091776	October 15, 2013
LiMo	4458282	December 31, 2013
Gridwave	3922428	February 22, 2011
CONTRACTIQ	4361173	July 2, 2013
CONTRACTIQ	4360991	July 2, 2013
EMBER	4203496	September 4, 2012
EMBER	4203495	September 4, 2012