

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Infusion Software, Inc.		03/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gold Hill Capital 2008, LP
Street Address:	One Almaden Boulevard, Suite 630
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3439581	
Registration Number:	3439580	
Serial Number:	85561347	INFUSIONSOFT
Registration Number:	3417385	INFUSION SOFTWARE
Registration Number:	3777902	INFUSIONSOFT

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005 TRADEMARK

ATTORNEY DOCKET NUMBER:	F149600
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	05/01/2014

Total Attachments: 10

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Addendum to Recordation Cover Sheet

2. Name and address of receiving parties

Gold Hill Capital 2008, LP, a Delaware limited partnership
One Almaden Boulevard, Suite 630, San Jose, CA 95113

Silicon Valley Bank, a California corporation
3003 Tasman Drive, HG 150, Santa Clara, CA 95054

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of ~~the Effective Date~~ ^{March 28, 2012} by and between GOLD HILL CAPITAL 2008, LP and SILICON VALLEY BANK (collectively, "Secured Parties") and INFUSION SOFTWARE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Secured Parties have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Secured Parties and Grantor dated ~~the Effective Date~~ ^{as of March 28, 2012} (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Parties a security interest 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D 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.

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

TRADEMARK

REEL: 005272 FRAME: 0219

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

GRANTOR:

Address:

INFUSION SOFTWARE, INC.

2065 West Obispo Avenue, Suite 103
Gilbert, Arizona 85233

By: 

Attn: Cate W. Mask, III, President

Title: CEO _____

SECURED PARTIES:

Address:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

One Almaden Blvd., Suite 630
San Jose, CA 95113

By: _____

Attn: Glenn Marasigan

Title: _____

Address:

SILICON VALLEY BANK

2151 E. Broadway Rd # 117
Tempe, AZ 85282-1958

By: _____

Attn: Dax Williamson

Title: _____

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

Address:

2065 West Obispo Avenue, Suite 103
Gilbert, Arizona 85233

Attn: Clate W. Mask, III, President

GRANTOR:

INFUSION SOFTWARE, INC.

By: _____

Title: _____

Address:

One Almaden Blvd., Suite 630
San Jose, CA 95113

Attn: Glenn Marasigan

SECURED PARTIES:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

By:  _____

Title: Glenn Marasigan
Associate
Gold Hill Capital

Address:

2151 E. Broadway Rd # 117
Tempe, AZ 85282-1958

Attn: Dax Williamson

SILICON VALLEY BANK

By: _____

Title: _____

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INFUSION SOFTWARE, INC.

2065 West Orlsno Avenue, Suite 103
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By: _____

Attn: Ciate W. Mask, III, President

Title: _____

SECURED PARTIES:

Address:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

One Almaden Blvd., Suite 630
San Jose, CA 95113

By: _____

Attn: Glenn Marasigan

Title: _____

Address:

SILICON VALLEY BANK

2151 E. Broadway Rd # 117
Tempe, AZ 85282-1958

By: Mark Peters

Attn: Dax Williamson

Title: PM

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents



Description

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
USA		
DOUBLE YOUR SALES-ABANDONED	77857664	10/26/2009
	3439581	06/03/2008
	3439580	06/03/2008
Infusionsoft	85561347*	03/06/2012
INFUSION SOFTWARE	3417385	04/29/2008
INFUSIONSOFT	3777902	04/20/2010
		09/10/2009
AUSTRALIA		
Infusionsoft	1475667*	02/17/2012
INFUSIONSOFT	1450552*	09/23/2011
CANADA		
Infusionsoft	Assignment of number pending*	03/06/2012
INFUSIONSOFT	Assignment of number pending*	03/06/2012

CTM

Infusionsoft

010653863*

02/17/2012

INFUSIONSOFT

010265171*

09/14/2011

ARIZONA

INFUSIONSOFT

851218

06/30/2008

* - refers to in-process applications.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date