

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IJET INTERNATIONAL, INC.		05/05/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2734127	WORLD CUETRACKER	
Registration Number:	2527549	WORLD CUE	
Registration Number:	2541381	TRAVEL INTELLIGENCE	
Registration Number:	2525932	IJET	
Registration Number:	4430849	INTELLIGO GLOBAL JOURNEY SUPPORT	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048853770		
Email:	andrew.regan@troutmansanders.com		
Correspondent Name:	ANDREW REGAN PHD		
Address Line 1:	600 Peachtree St NE		
Address Line 2:	#5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	220763.001561		
NAME OF SUBMITTER:	ANDREW REGAN PHD		
SIGNATURE:	/ANDREW REGAN 66970/		
DATE SIGNED:	05/06/2014		
Total Attachments: 10			

CH \$140.00 2734127

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of May 5, 2014 by and between SILICON VALLEY BANK (“**Bank**”) and IJET INTERNATIONAL, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has 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 Bank and Grantor dated the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The Grantor and the Bank hereby acknowledge and agree that the security interest in the foregoing Intellectual Property Collateral (i) may only be terminated in accordance with the terms of the Loan Agreement and (ii) is being assigned for collateral purposes only.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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:

LEET INTERNATIONAL, INC.

By: 
By: Ann Marie Dinsmore
Title: VP, Finance & Admin

BANK:

SILICON VALLEY BANK

By: _____
By:
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.

GRANTOR:

IJET INTERNATIONAL, INC.

By: _____
By:
Title:

BANK:

SILICON VALLEY BANK

By: *Alicia Fuller*
By: *Alicia Fuller*
Title: *Vice President*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Outstanding Security Interest</u>
Global asset risk management systems and methods	8249886	August 21, 2012	
Personnel risk management system and methods	7783500	August 24, 2010	
Global asset risk management systems and methods	7590548	September 15, 2009	
Global asset risk management system and methods	7343303	March 11, 2008	1. <u>MMV Finance</u> Recorded: Nov. 3, 2008
Travel information method and associated system	7269568	September 11, 2007	1. <u>MMV Finance</u> Recorded: Nov. 3, 2008
Travel information method and associated system	6842737	January 11, 2005	1. <u>Imperial Bank</u> Recorded: May 17, 2001 2. <u>MMV Finance</u> Recorded: Nov. 3, 2008
SYSTEMS AND METHODS FOR ASSETS, PERSONNEL, AND TRAVEL INFORMATION AND RISK MANAGEMENT	13215359	August 23, 2011	
SYSTEMS AND METHODS FOR TRAVEL, ASSET, AND PERSONNEL INFORMATION AND RISK MANAGEMENT	12827799	June 30, 2010	
GLOBAL ASSET RISK MANAGEMENT SYSTEMS AND METHODS	12506226	July 20, 2009	
Global asset risk management systems and methods	11881566	July 27, 2007	
Travel Information Method And Associated System	11428833	July 5, 2006	

GLOBAL ASSET RISK MANAGEMENT SYSTEM AND METHODS	SG 2013021811 (app) SG 188930 (pub)	Oct. 25, 2004 (app) April 30, 2013 (pub)	
PERSONNEL RISK MANAGEMENT SYSTEM AND METHODS	SG 2010015139 (app) SG 160359 (pub)	Feb. 27, 2006 (app) April 29, 2010 (pub)	
GLOBAL ASSET RISK MANAGEMENT SYSTEM AND METHODS	SG 2009063066 (app) SG 155955 (pub)	Oct. 25, 2004 (app) Oct. 29, 2009 (pub)	
PERSONNEL TRAVEL RISK MANAGEMENT	PCTUS2006006605	Feb. 27, 2006	
GLOBAL ASSET RISK MANAGEMENT SYSTEM AND METHODS	PCTUS2004032320	Oct. 25, 2004	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Outstanding Security Interest</u>
WORLDCUETRACKER	2734127	July 8, 2003	1. <u>MMV Finance</u> Recorded: Nov. 3, 2008
WORLDCUE	2527549	Jan. 8, 2002	1. <u>MMV Finance</u> Recorded: Nov. 3, 2008
TRAVEL INTELLIGENCE	2541381	Feb. 19, 2002	1. <u>Imperial Bank</u> Recorded: May 17, 2001 2. <u>MMV Finance</u> Recorded: Nov. 3, 2008
IJET	2525932	Jan. 1, 2002	1. <u>Imperial Bank</u> Recorded: May 17, 2001 2. <u>MMV Finance</u> Recorded: Nov. 3, 2008
INTELLIGO GLOBAL JOURNEY SUPPORT	4430849	Nov. 12, 2013	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None