

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agiliance, Inc.		05/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WF FUND IV LIMITED PARTNERSHIP		
Doing Business As:	WELLINGTON FINANCIAL LP		
Street Address:	333 BAY STREET		
Internal Address:	SUITE 1620		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3380353	AGILIANCE	
Registration Number:	3552222	COMMON CONTROL FRAMEWORK	
Registration Number:	4254142	OPEN GRC BY AGILIANCE	
Serial Number:	86118314	RISKVISION	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-381-3283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	WF-AGILIANCE		
DOMESTIC REPRESENTATIVE			
Name:	BENJAMIN GREENSPAN		
Address Line 1:	620 LAGUNA ROAD		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		

TRADEMARK

NAME OF SUBMITTER:	Benjamin Greenspan
SIGNATURE:	/bg2/
DATE SIGNED:	05/09/2014
Total Attachments: 3 source=Trademark Notice Agiliance as filed#page1.tif source=Trademark Notice Agiliance as filed#page2.tif source=Trademark Notice Agiliance as filed#page3.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of May 9, 2014 ("Trademark Agreement"), is between Agiliance, Inc., a Delaware corporation with its principal place of business at 840 West California Avenue, Suite 240, Sunnyvale, CA 94086 ("Assignor") and Wellington Financial Fund IV, 333 Bay Street, Suite 1620, Toronto, Ontario M5H 2R2 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Secured Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

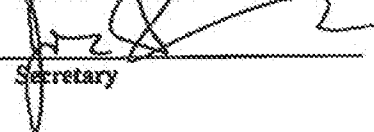
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

This Trademark Agreement is executed as of the date first above written and shall be governed by and construed in accordance with the laws of the State of California.

Assignor:

Agiliance, Inc.

By 
Chief Executive Officer

By 
Secretary

Assignee:

WF FUND IV LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND IV

By _____

Name:
Authorized Signing Officer

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of May 9, 2014 ("Trademark Agreement"), is between Agilliance, Inc., a Delaware corporation with its principal place of business at 840 West California Avenue, Suite 240, Sunnyvale, CA 94086 ("Assignor") and Wellington Financial Fund IV, 333 Bay Street, Suite 1620, Toronto, Ontario M5H 2R2 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Secured Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

This Trademark Agreement is executed as of the date first above written and shall be governed by and construed in accordance with the laws of the State of California.

Assignor:

Agilliance, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

WF FUND IV LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND IV

By _____
Name: Mark R. McQueen
Authorized Signing Officer

EXHIBIT 1
Agilience, Inc.

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
77085018 // 3380353	2/12/08	Agilience	Agilience, Inc.
77030579 // 3552222	10/26/06	Common Control Framework	Agilience, Inc.
85976943 // 4254142	7/7/10	OpenGRC by Agilience	Agilience, Inc.
86118314	11/13/2013 (filing)	RiskVision	Agilience, Inc.