

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SP IP LLC		04/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoBiz Bank		
<b>Doing Business As:</b>	CoBiz Structured Finance		
<b>Street Address:</b>	821 17th Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2060515	SPEEDPRO	
<b>Registration Number:</b>	3560002	IT'S NOT JUST BLACK & WHITE ANYMORE...	
<b>Registration Number:</b>	3730894	SPEEDPRO IMAGING.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038931379		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	303-892-7250		
<b>Email:</b>	sandra.wainer@dgsllaw.com		
<b>Correspondent Name:</b>	Sandra L. Wainer		
<b>Address Line 1:</b>	1550 17th Street, Suite 500		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	032309-0024		
<b>NAME OF SUBMITTER:</b>	Sandra L. Wainer		
<b>SIGNATURE:</b>	/s/Sandra L. Wainer		
<b>DATE SIGNED:</b>	05/12/2014		
<b>Total Attachments: 13</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 21, 2014 (this "Agreement"), is made by SP IP LLC, a Delaware limited liability company ("Grantor"), in favor of COBIZ BANK, A COLORADO CORPORATION, DBA COBIZ STRUCTURED FINANCE (the "Secured Party").

**Recitals**

A. Pursuant to a Revolving Credit, Term Loan and Security Agreement among the Grantor, the Secured Party and the other party thereto dated as of the date hereof (the "Credit Agreement"), Grantor has granted a security interest in its Collateral (as defined in the Credit Agreement) to Secured Party;

B. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

**Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Indebtedness in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision)), the Grantor hereby grants to and creates in favor of the Secured Party, for its benefit, a continuing first priority lien on and security interest under the UCC in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor:

(a) Trademark Collateral.

(i) All of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating

to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(ii) all of its Trademark licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a)(i) above, including each Trademark license referred to in Item B of Schedule I attached hereto;

(iii) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks;

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a)(i) and, to the extent applicable, clauses (a)(ii) and (a)(iii); and

(v) all proceeds of, and rights associated with, the foregoing rights described in clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world (all of the foregoing items set forth in this Section 2(a), the "Trademark Collateral").

provided, that, the term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

(b) Patent Collateral.

(i) All of its letters patent, applications for letters patent (including applications in preparation), and like protections throughout the world, including, without limitation: (A) each patent and patent application referred to in Item A of Schedule II attached hereto, and (B) all improvements, divisions, continuations, renewals, reexaminations, reissues, extensions and continuations-in-part of the foregoing (collectively, "Patents");

(ii) all of its Patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (b)(i) above, including each Patent license referred to in Item B of Schedule II attached hereto; and

(iii) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any Patent or Patent application, and for breach or enforcement of any Patent license (all of the foregoing items set forth in this Section 2(b), the "Patent Collateral").

(c) Copyright Collateral.

(i) All copyrights of the Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule III attached hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation;

(ii) all copyright licenses, including each copyright license referred to in Item B of Schedule III attached hereto, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof;

(iii) and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (all of the foregoing items set forth in this Section 2(c), the "Copyright Collateral").

(d) Domain Name Collateral. All rights in and to the domain names set forth on Schedule IV attached hereto (the "Domain Name Collateral"). The Trademark Collateral, the Patent Collateral, the Copyright Collateral and the Domain Name Collateral are collectively referred to herein as the "IP Collateral."

SECTION 3. Representations. Upon the execution and delivery of this Agreement and the filing of all relevant UCC-1 financing statements in the appropriate filing offices and the filing of appropriate documents (including, without limitation, this Agreement) with the United States Patent and Trademark Office or Copyright Office), the Secured Party's security interest in the IP Collateral registered in the United States conferred hereby will be a valid, perfected (to the extent perfection may be achieved by filing UCC-1 financing statements or appropriate documents (including, without limitation, this Agreement) with the United States Patent and Trademark Office or Copyright Office), first priority security interest, subject to Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the IP Collateral is (or will be) on file in any recording office except such as may have been filed in favor of the Secured Party relating to this Agreement or to perfect or protect any security interest expressly permitted by the Loan Documents. Notwithstanding the foregoing, the Secured Party acknowledges that it may be necessary to enter into an agreement regarding the Domain Name Collateral with the domain name registrar in order to perfect its rights in the Domain Name Collateral.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the IP Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary by the Secured Party. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Credit Agreement. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SP IP LLC

By:   
Name: Boris Katsnelson  
Title: President

COBIZ BANK, A COLORADO  
CORPORATION, DBA COBIZ  
STRUCTURED FINANCE

By: \_\_\_\_\_  
Name: Paul D. Stanford  
Title: Senior Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SP IP LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COBIZ BANK, A COLORADO  
CORPORATION, DBA COBIZ  
STRUCTURED FINANCE

By: Paul D. Stanford  
Name: Paul D. Stanford  
Title: Senior Vice President





**SCHEDULE I**  
**to Intellectual Property Security Agreement**

**Item A - Trademarks**

**Registered Trademarks**

(a)

Mark	Registration Date	Registration Number
SPEEDPRO	May 13, 1997	2,060,515
	January 13, 2009	3,560,002
	December 29, 2009	3,730,894

(b) Canadian trademark registrations:

- (i) TMA860,282 (SPEEDPRO SIGNS);
- (ii) TMA823,684 (SPEEDPRO);
- (iii) TMA860,281 (SPEEDPRO IMAGING); and
- (iv) TMA493,707 (SPEEDPRO SIGNS PLUS)

**Pending Trademark Applications**

(a) Pending Australian trademark registrations:

- (i) 1592379 (SPEEDPRO);

(b) Application for trademark registration in European Economic Community (SPEEDPRO)

**Item B - Trademark Licenses**

None.

**SCHEDULE II**  
**to Intellectual Property Security Agreement**

**Item A - Patents**

None.

**Item B - Patent Licenses**

None.

**SCHEDULE III**  
**to Intellectual Property Security Agreement**

**Item A - Copyrights**

None.

**Item B - Copyright Licenses**

The Grantor has licenses for custom and off-the-shelf software.

**SCHEDULE IV**  
**to Intellectual Property Security Agreement**

**DOMAIN NAME COLLATERAL**

See attached.

DomainName	TLD	Registrant	RegistrantLastName
SPEEDPRO.COM	.com	Blair	Gran
SPEEDPROADDISON.COM	.com	Blair	Gran
SPEEDPROADDISON.NET	.net	Blair	Gran
SPEEDPROALPHARETTA.COM	.com	Blair	Gran
SPEEDPROBOSTONMETROWEST.COM	.com	Blair	Gran
SPEEDPROBOSTONNORTH.COM	.com	Blair	Gran
SPEEDPROBRENTWOOD.COM	.com	Blair	Gran
SPEEDPROBROOMFIELD.COM	.com	Blair	Gran
SPEEDPROBUCKS.COM	.com	Blair	Gran
SPEEDPROCENTRALNY.COM	.com	Blair	Gran
SPEEDPROCHARLOTTECENTER.COM	.com	Blair	Gran
SPEEDPROCHICAGO.COM	.com	Blair	Gran
SPEEDPROCINCI.COM	.com	Blair	Gran
SPEEDPROCINCIEAST.COM	.com	Blair	Gran
SPEEDPROCINCY.COM	.com	Blair	Gran
SPEEDPROCLEARWATER.COM	.com	Blair	Gran
SPEEDPROCLEVELANDWEST.COM	.com	Blair	Gran
SPEEDPROCOLUMBUS.COM	.com	Blair	Gran
SPEEDPROCOLUMBUSMETRO.COM	.com	Blair	Gran
SPEEDPRODALLAS.COM	.com	Blair	Gran
SPEEDPRODAYTON.COM	.com	Blair	Gran
SPEEDPRODESMOINES.COM	.com	Blair	Gran
SPEEDPRODETROIT.COM	.com	Blair	Gran
SPEEDPRODSM.COM	.com	Blair	Gran
SPEEDPRODTC.COM	.com	Blair	Gran
SPEEDPRODUPAGE.COM	.com	Blair	Gran
SPEEDPROEASTPA.COM	.com	Blair	Gran
SPEEDPROESSEX.COM	.com	Blair	Gran
SPEEDPROFTL.COM	.com	Blair	Gran
SPEEDPROHARRISBURG.COM	.com	Blair	Gran
SPEEDPROIMAGINGBROOMFIELD.COM	.com	Blair	Gran
SPEEDPROIMAGINGDSM.COM	.com	Blair	Gran
SPEEDPROIMAGINGDTC.COM	.com	Blair	Gran
SPEEDPROJACKSONVILLESOUTH.COM	.com	Blair	Gran
SPEEDPROJAXSOUTH.COM	.com	Blair	Gran
SPEEDPROJC.COM	.com	Blair	Gran
SPEEDPROKC.COM	.com	Blair	Gran
SPEEDPROLA.COM	.com	Blair	Gran
SPEEDPROLAFAYETTE.COM	.com	Blair	Gran
SPEEDPROLAKECOUNTY.COM	.com	Blair	Gran
SPEEDPROLANORTH.COM	.com	Blair	Gran
SPEEDPROLB.COM	.com	Blair	Gran
SPEEDPROMACOMB.COM	.com	Blair	Gran
SPEEDPROMARIETTA.COM	.com	Blair	Gran
SPEEDPROMARIN.COM	.com	Blair	Gran
SPEEDPROMERCERCOUNTY.COM	.com	Blair	Gran
SPEEDPROMESAGILBERT.COM	.com	Blair	Gran
SPEEDPROMETROATLANTA.COM	.com	Blair	Gran
SPEEDPROMICHIGAN.COM	.com	Blair	Gran
SPEEDPROMISSIONVALLEY.COM	.com	Blair	Gran
SPEEDPRONASHVILLE.COM	.com	Blair	Gran

SPEEDPRONJ.COM	.com Blair	Gran
SPEEDPRONJSHORE.COM	.com Blair	Gran
SPEEDPRONKC.COM	.com Blair	Gran
SPEEDPRONNJ.COM	.com Blair	Gran
SPEEDPRONORFOLK.COM	.com Blair	Gran
SPEEDPRONORTHATLANTA.COM	.com Blair	Gran
SPEEDPRONORTHAUSTIN.COM	.com Blair	Gran
SPEEDPRONORTHINDY.COM	.com Blair	Gran
SPEEDPRONORTHOC.COM	.com Blair	Gran
SPEEDPRO-OMAHA.COM	.com Blair	Gran
SPEEDPROORLANDOSOUTH.COM	.com Blair	Gran
SPEEDPROPGHCENTRAL.COM	.com Blair	Gran
SPEEDPROPGHNORTH.COM	.com Blair	Gran
SPEEDPROPGHSOUTH.COM	.com Blair	Gran
SPEEDPROPHOENIX.COM	.com Blair	Gran
SPEEDPROPORTSMOUTH.COM	.com Blair	Gran
SPEEDPRORC.COM	.com Blair	Gran
SPEEDPRORDU.COM	.com Blair	Gran
SPEEDPRORICHMONDWEST.COM	.com Blair	Gran
SPEEDPROROCHESTER.COM	.com Blair	Gran
SPEEDPROSACRAMENTO.COM	.com Blair	Gran
SPEEDPROSAINTPAUL.COM	.com Blair	Gran
SPEEDPROSANDIEGO.COM	.com Blair	Gran
SPEEDPROSCOTTSDALE.COM	.com Blair	Gran
SPEEDPROSD.COM	.com Blair	Gran
SPEEDPROSEATTLESOUTH.COM	.com Blair	Gran
SPEEDPROSFBAY.COM	.com Blair	Gran
SPEEDPROSPOKANE.COM	.com Blair	Gran
SPEEDPROTEMPE-CHANDLER.COM	.com Blair	Gran
SPEEDPROTEXAS.COM	.com Blair	Gran
SPEEDPROTHEWOODLANDS.COM	.com Blair	Gran
SPEEDPRO-TUCSON.COM	.com Blair	Gran
SPEEDPROWESTLA.COM	.com Blair	Gran
SPEEDPROWESTPORTLAND.COM	.com Blair	Gran
SPEEDPROWILMINGTON.COM	.com Blair	Gran
SPEEDPROAUSTIN.COM	.com Blair	Gran
SPEEDPROBURNSVILLE.COM	.com Blair	Gran
SPEEDPROCLEVELANDEAST.COM	.com Blair	Gran
SPEEDPROCOASTALOC.COM	.com Blair	Gran
SPEEDPROFRISCO.COM	.com Blair	Gran
SPEEDPROIRVINE.COM	.com Blair	Gran
SPEEDPROMEMPHISEAST.COM	.com Blair	Gran
SPEEDPRONEWPORTBEACH.COM	.com Blair	Gran
SPEEDPRO-NORTHMETRO.COM	.com Blair	Gran
SPEEDPRONORTHSHORE.COM	.com Blair	Gran
SPEEDPROPORTLANDNORTH.COM	.com Blair	Gran
SPEEDPROPROVIDENCE.COM	.com Blair	Gran
SPEEDPROREADING.COM	.com Blair	Gran
SPEEDPROSANTAROSA.COM	.com Blair	Gran
SPEEDPROSHAWNEE.COM	.com Blair	Gran
SPEEDPROSILVERSPRING.COM	.com Blair	Gran
SPEEDPROSOUTHMETRO.COM	.com Blair	Gran

SPEEDPROSOUTHOC.COM  
SPEEDPROSTCLOUD.COM  
WRAPS2REMEMBER.COM  
WRAPSTOREMEMBER.COM

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