

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318809

<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>
Logicworks Systems Corporation	FORMERLY successor by merger to Logicworks Corporation	09/10/2014	CORPORATION: DELAWARE
Logicworks Holdings Corporation		09/10/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seaport Capital Partners IV SBIC, L.P.		
<b>Street Address:</b>	40 Fulton Street		
<b>Internal Address:</b>	27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4580677	THE CLOUD YOUR WAY: PUBLIC. PRIVATE. HYB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883259116		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	jdavis@edwardswildman.com		
<b>Correspondent Name:</b>	Jessica Davis		
<b>Address Line 1:</b>	2800 Financial Plaza		
<b>Address Line 2:</b>	Edwards Wildman Palmer LLP		
<b>Address Line 4:</b>	Providence, RHODE ISLAND 02903		
<b>ATTORNEY DOCKET NUMBER:</b>	52802.0015		
<b>NAME OF SUBMITTER:</b>	Jessica Davis		
<b>SIGNATURE:</b>	/JDavis/		
<b>DATE SIGNED:</b>	10/02/2014		
<b>Total Attachments: 5</b> source=Logicworks#page1.tif			

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TRADEMARK

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## SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made as of September 10, 2014, by **LOGICWORKS SYSTEMS CORPORATION**, a Delaware corporation, successor by merger to Logicworks Corporation, a New York corporation, and **LOGICWORKS HOLDINGS CORPORATION** (collectively, the "Pledgors"), in favor of **SEAPORT CAPITAL PARTNERS IV SBIC, L.P.**, a Delaware limited partnership ("Seaport").

This Agreement is a supplement to that certain Intellectual Property Security Agreement dated as of March 23, 2011 among the Pledgors and Seaport (as amended, restated, supplemented and/or otherwise modified from time to time, the "IP Security Agreement").

### RECITALS

A. The Pledgors and Seaport are parties to that certain Note, Warrant and Common Stock Purchase Agreement dated as of March 23, 2011 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Existing Purchase Agreement"), pursuant to which Seaport agreed to make loans and provide other credit accommodations to the Pledgors from time to time.

B. In connection with the Existing Purchase Agreement, the Pledgors and Seaport entered into that certain Pledge and Security Agreement dated as of March 23, 2011 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgors were required to execute and deliver the IP Security Agreement. Capitalized terms used herein without definition have the respective meanings assigned to them in the Security Agreement. Pursuant to the Security Agreement and the IP Security Agreement, Pledgors pledged and granted a security interest in and assigned to Seaport, among other assets and rights, all Trademarks of the Pledgors.

C. Since the execution of the Security Agreement and the IP Security Agreement, the Pledgors have registered new Trademarks and/or filed new applications for Trademarks with the U.S. Patent and Trademark Office (the "New Trademark Collateral").

D. The Pledgors wish to supplement the IP Security Agreement to reflect the New Trademark Collateral in furtherance of the rights granted to Seaport.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Pledgors hereby agree as follows:

1. **Security Interest.** The Pledgors hereby pledge and grant to Seaport a lien on and security interest in and to all of the Pledgors' right, title and interest in, to and under all Trademarks of the Pledgors, including, but not limited to, those Trademarks listed on **Schedule I** attached hereto and made a part hereof, together with the goodwill of the business associated with such Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Collateral"), as security for the Obligations (as defined in the Existing Purchase Agreement). The Pledgors hereby request that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Seaport pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of Seaport with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth

herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Seaport shall otherwise determine.

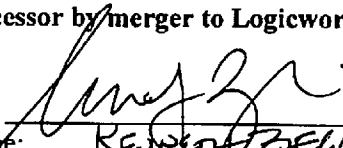
3. **Termination.** Upon the termination of the Security Agreement as provided in Section 8.14 thereof, (a) this Agreement shall terminate and (b) Seaport shall, promptly upon the request (and at the expense) of the Pledgors, execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

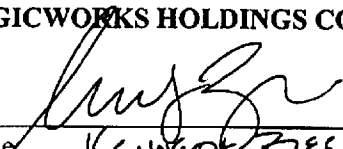
[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Pledgors have caused this Agreement to be duly executed and delivered as a sealed instrument as of the date set forth above.

**LOGICWORKS SYSTEMS CORPORATION,  
successor by merger to Logicworks Corporation**

By:   
Name: Kenneth Brecken  
Title: President

**LOGICWORKS HOLDINGS CORPORATION**

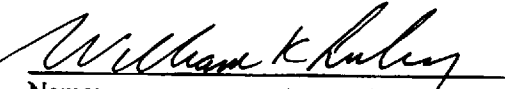
By:   
Name: Kenneth Brecken  
Title: President

Accepted and Agreed:

**SEAPORT CAPITAL PARTNERS IV SBIC, L.P.**

By: Seaport Investment Partners IV, L.P.  
Its: General Partner

By: Seaport Associates IV, LLC  
Its: General Partner

By:   
Name: *William K Luby*  
Title: *President*

**SCHEDULE I**  
**to**  
**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
LOGICWORKS	2,728,228	June 17, 2003
LOGICWORKS	2,712,178	April 29, 2003
LOGICOPS	3,530,324	November 11, 2008
LOGICWORKS & Cube Design	3,553,030	December 30, 2008
LOGICWORKS & Cube Design	3,559,945	January 13, 2009
LOGICWORKS & Cube Design in Front	3,660,318	July 28, 2009
WE HOST THE HARD STUFF	3938934	March 29, 2011
INFINICLOUD	4026991	September 13, 2011
PUBLIC.PRIVATE.HYBRID: THE CLOUD YOUR WAY	4580677	August 5, 2014

AM 37747917.2

RECORDED: 10/02/2014

**TRADEMARK**  
**REEL: 005373 FRAME: 0436**