

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUADRANT 4 SYSTEM CORPORATION		10/29/2014	CORPORATION: ILLINOIS
QUADRANT 4 MEDIA, INC.		10/29/2014	CORPORATION: ILLINOIS
QUADRANT 4 CLOUD, INC.		10/29/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL, LLC		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200, Attn: Portfolio Management # Quadrant 4		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4004157	1INVOICE	
Serial Number:	85330534	YOUR PHONE IS YOUR WALLET	
Registration Number:	4522726	TAP2GO	
Registration Number:	4273016	SCAN4LEADS	
Registration Number:	4104702	SCAN2GIVE	
Registration Number:	4120827	POWERING THE CLOUD	
Registration Number:	3868680	QWOOSH	
Registration Number:	3884282	SMART SAVINGS ON THE GO	
Registration Number:	3948541	UNLEASHING WEB 3.0	
Registration Number:	3801039	FANGGLE	
CORRESPONDENCE DATA			
Fax Number:	2155648120		
<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>			
Phone:	215-564-8602		
Email:	Svictor@stradley.com		
TRADEMARK			

CH \$265.00 4004157

Correspondent Name: Sheila Victor for Amber Hough, Esq.
Address Line 1: Stradley Ronon Stevens & Young, LLP
Address Line 2: 2005 Market Street, Suite 2600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 186687-0020

NAME OF SUBMITTER: Sheila Victor

SIGNATURE: /Sheila Victor/

DATE SIGNED: 10/31/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 29th day of October, 2014 by and between **MIDCAP FINANCIAL, LLC**, a Delaware limited liability company (“**Agent**”) and **QUADRANT 4 SYSTEM CORPORATION, QUADRANT 4 MEDIA, INC. and QUADRANT 4 CLOUD, INC.** (collectively, “**Grantor**”).

RECITALS

A. The Lenders 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 Credit and Security Agreement by and between Agent, the Lenders, and Grantor, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, 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 Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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.

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

[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:

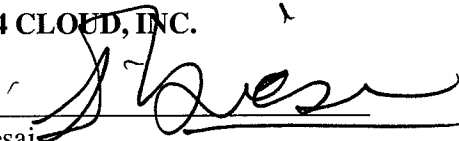
QUADRANT 4 SYSTEM CORPORATION

By: 

Name: Dhru Desai

Title: Secretary and Treasurer

QUADRANT 4 CLOUD, INC.

By: 

Name: Dhru Desai

Title: Secretary and Treasurer

QUADRANT 4 MEDIA, INC.

By: 

Name: Dhru Desai

Title: Secretary and Treasurer

Address of Grantor:

2850 Golf Road Suite 405
Rolling Meadows, IL 60008
United States

AGENT:

MIDCAP FINANCIAL, LLC

By: _____

Name: Stephen Redlich

Title: Managing Director

Address of Agent:

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management – Quadrant 4

[Signature Page to Intellectual Property Security Agreement]

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:

QUADRANT 4 SYSTEM CORPORATION

By: _____

Name: Dhru Desai

Title: Secretary and Treasurer

QUADRANT 4 CLOUD, INC.

By: _____

Name: Dhru Desai

Title: Secretary and Treasurer

QUADRANT 4 MEDIA, INC.

By: _____

Name: Dhru Desai

Title: Secretary and Treasurer

Address of Grantor:

2850 Golf Road Suite 405
Rolling Meadows, IL 60008
United States

AGENT:

MIDCAP FINANCIAL, LLC

By:  _____

Name: Stephen Redlich

Title: Managing Director

Address of Agent:

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management – Quadrant 4

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

Grantor	Current Owner per USPTO	Serial Number	Registration Number	Trademark
Quadrant 4 System Corporation	EmpowHR, Inc.	85254799	4004157	INVOICE
Quadrat 4 Media, Inc.	Espreeva, Inc	85330534		YOUR PHONE IS YOUR WALLET
Quadrat 4 Media, Inc.	Espreeva, Inc DBA Fanggle.com	85719142	4522726	TAP2GO
Quadrat 4 Media, Inc.	Espreeva, Inc. DBA Fanggle.com	85415020	4273016	SCAN4LEADS
Quadrat 4 Media, Inc.	Espreeva, Inc. DBA Fanggle.com	85322395	4104702	SCAN2GIVE
Quadrat 4 Media, Inc.	Espreeva, Inc. DBA Fanggle.com	85314937	4120827	POWERING THE CLOUD
Quadrat 4 Media, Inc.	Espreeva, LLC DBA Fanggle.com	77925488	3868680	QWOOSH
Quadrat 4 Media, Inc.	Espreeva, LLC DBA Fanggle.com	77925487	3884282	SMART SAVINGS ON THE GO
Quadrat 4 Media, Inc.	Espreeva, L.L.C.	77799142	3948541	UNLEASHING WEB 3.0
Quadrat 4 Media, Inc.	Espreeva, LLC DBA fanggle.com	77783738	3801039	FANGGLE

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE