

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322605

<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>
MINDJET LLC		11/07/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WF FUND IV LIMITED PARTNERSHIP		
<b>Street Address:</b>	333 Bay Street		
<b>Internal Address:</b>	Suite 1620		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 2R2		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2733790	MINDJET	
<b>Registration Number:</b>	3093071	MINDJET	
<b>Registration Number:</b>	2539958	MINDMANAGER	
<b>Serial Number:</b>	85925760	M	
<b>Registration Number:</b>	3979510	COHUMAN	
<b>Registration Number:</b>	3979511		
<b>Registration Number:</b>	4061004	M	
<b>Registration Number:</b>	3844793	MINDJET CATALYST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		

CH \$215.00 2733790

<b>ATTORNEY DOCKET NUMBER:</b>	313569-114 MINDJET LLC
<b>NAME OF SUBMITTER:</b>	Erin O'Brien
<b>SIGNATURE:</b>	/Erin O'Brien/
<b>DATE SIGNED:</b>	11/07/2014

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "**Agreement**") is entered into as of November 7, 2014 by and between **WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV)** ("**Lender**") and **MINDJET LLC**, a California limited liability company ("**Grantor**")

### RECITALS

**A.** Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to Grantor, MINDJET GMBH, a German limited liability company, and SPIGIT, INC., a Delaware corporation (each, a "**Borrower**" and collectively, the "**Borrowers**"), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Borrowers dated as of even date herewith (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). Lender is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of Borrowers under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Secured Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure Borrowers' Secured Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C, respectively, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and will be terminated pursuant to the terms and conditions of the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein, in the Loan Agreement or in any of the Financing 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth, as of the date hereof, any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor shall update the Exhibits in accordance with the terms of the Loan Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

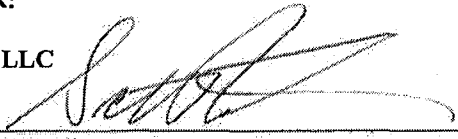
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

1160 Battery Street East, 4<sup>th</sup> Floor  
San Francisco, CA 94111

**MINDJET LLC**

By:   
Title: Manager

**LENDER:**

Address of Lender:

161 Bay Street, Suite 2520  
Toronto, Ontario M5J 2S1  
Canada

**WF FUND IV LIMITED PARTNERSHIP**

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

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

1160 Battery Street East, 4<sup>th</sup> Floor  
San Francisco, CA 94111

**MINDJET LLC**

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

**LENDER:**

Address of Lender:

~~161 Bay Street, Suite 2320~~  
Toronto, Ontario M5J 2S1  
Canada

**WF FUND-IV LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
Title: INVESTMENT OFFICER

333 Bay Street  
#1620  
Toronto  
M5H 2R2

MLA

**EXHIBIT A**

**Copyrights**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
MindManager 2012 for Windows	TXu 1-815-410	4/4/2012
MindManager Version 9 for Mac	TXu 1-762-906	7/5/2011
MindManager 8 [for Windows]	TX 7-071-849	5/12/2009
JCVGANTT Pro 3.0 for MindManager 7	TX 6-928-069	12/18/2007

**EXHIBIT B****Patents**

<b>Description</b>	<b>Patent/Application No.</b>	<b>Issue/Application Date</b>
System and method for providing content - specific topics in a Mind Mapping System	US 8,103,703 B1	1/24/2012
Method for creating and tracking external system data via a mind map	US 7,702,679 B2	4/20/2010
Method for creating and tracking external system data via a mind map	EP 2132655	4/17/2012
System and Method for facilitating collaboration and communication in a visual mapping system by tracking user presence in individual topics	8,161,396 B2	3/5/2013
System, Method and Software Application for Dynamically Generating a Link to an Online Procurement Site within a Software Application	US 8,392,267 B1	11/20/2012
Task Hierarchy in an Event-Driven Communication System	US 8,316,371 B2	12/10/2013
Method and System for Web-Based Idea Prediction Market Investment	US 8,606,618 B2	11/12/2013
Participant Utility Extraction for Prediction Market	US 8,583,470 B1	2/19/2013
Prediction Market Roll-Up	US 8,380,595	3/12/2013
Prediction Market Database, Related Methods, Devices, and Systems	US 8,396,777	6/4/2009
Automated Market Maker and Related Methods and Improvements	US 8,788,386 B1	7/22/2014

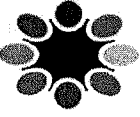

**EXHIBIT C**

**Trademarks**

<b>Mark</b>	<b>Registration/ Application Number</b>	<b>Jurisdiction</b>	<b>Date Registered/ Applied</b>
<b>MINDJET</b>	1088537	Australia	4/18/2006
	app# 64018/2007	Switzerland	12/10/2007
	6781126	China	7/7/2010
	005077458	European Community	4/20/2007
	5013992	Japan	12/22/2006
	TMA708,841	Canada	3/4/2008
	2,773,790	US	7/8/2003
	000935114	European Community	1/12/1999
	1088537	Australia	4/18/2006
	004766978	European Community	10/23/2006
	3,093,071	US	5/16/2006
	000935114	European Community	1/12/1999
	TMA690,807	Canada	6/26/2007
	<b>MINDMANAGER</b>	796497	Australia
466257		Switzerland	3/11/1999
6781125		China	7/7/2010
935197		European Community	1/12/1999
5013993		Japan	12/22/2006
2,539,958		US	2/19/2002
935197		European Community	1/12/1999
796497		Australia	8/29/2001
466257		Switzerland	3/11/1999
466257		Switzerland	3/11/1999
935197		European Community	1/12/1999
TMA553,288		Canada	11/2/2001
1562093		Australia	11/6/2013
CA163073400		Canada	6/12/2013





	EC011883246	Europe	6/9/2013
	85925760	US	5/7/2013
	649186	Switzerland	9/30/2013
<b>COHUMAN</b>	3979510	US	6/14/2011
	3979511	US	7/14/2011
	5496154	Japan	5/25/2012
	1395687	Australia	3/24/2011
	9340671	European Community	8/31/2011
	8873030	Canada	1/7/2012
	887329	Canada	1/7/2012
	4061004	US	11/22/2011
<b>MINDJET CATALYST</b>	801800	Canada	7/8/2011
	1088537	Australia	4/18/2006
	604815	China	9/8/2010
	9016569	European Community	9/27/2010
	5355045	Japan	9/17/2010
	3844793	US	9/7/2010
	9016569	European Community	9/27/2010