

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MINDJET CORPORATION		11/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WF FUND IV LIMITED PARTNERSHIP		
Street Address:	333 Bay Street		
Internal Address:	Suite 1620		
City:	Toronto		
State/Country:	CALIFORNIA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3622035	MINDJET CONNECT	
Serial Number:	77517800		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	313569-114 MINDJET CORP		
NAME OF SUBMITTER:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	11/07/2014		
Total Attachments: 6			
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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 CORPORATION**, a Delaware corporation ("**Grantor**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to MINDJET LLC, a California limited liability company, MINDJET GMBH, a German limited liability company and SPIGIT, INC., a Delaware corporation (each, a "**Borrower**" and collectively, the "**Borrowers**"), which Loans are made pursuant to a Loan and Security Agreement by and among Borrowers and Lender dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"). Grantor has entered or will enter into that certain Unconditional Guaranty dated as of even date herewith in favor of Lender (the "**Guaranty**"). Lender is willing to make the credit extensions to Borrowers, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right, title, and interest in, to, and under all of the Collateral whether presently existing or hereafter acquired. Capitalized terms used herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of each Borrower's Secured Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C, respectively, hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Guaranty and will be terminated pursuant to the terms and conditions of the Guaranty. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies. Grantor shall update the Exhibits to this Agreement in accordance with Section 4.05 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.

[SIGNATURE PAGE FOLLOWS.]

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

Address of Grantor:

1160 Battery Street East, 4th Floor
San Francisco, CA 94111
Attn: Scott Raskin, CEO

MINDJET CORPORATION

By: 

Title: Chief Executive Officer

Address of Lender:

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

WF FUND IV LIMITED PARTNERSHIP

By: _____

Title: _____

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

Address of Grantor:

1160 Battery Street East, 4th Floor
San Francisco, CA 94111
Attn: Scott Raskin, CEO

MINDJET CORPORATION

By: _____

Title: _____

Address of Lender:

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

WF FUND IV LIMITED PARTNERSHIP

By: _____

Title: PRESIDENT & CEO

333 Bay Street

#1120

Toronto

M5H 2R2

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	Serial/Registration Number	Registration Date
MINDJET CONNECT	3622035	5/19/2009
	77517800	5/19/2009