

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322780

<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>
Corporate Reimbursement Services, Inc.		11/07/2014	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	55 ALMADEN BLVD., SUITE 100		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86322332	MOTUS	
<b>Serial Number:</b>	86330729	KEEPING THE MOBILE WORKFORCE IN MOTION	
<b>Serial Number:</b>	86322324	O	
<b>Serial Number:</b>	86322316	MOTUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	1-1042		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	11/10/2014		
<b>Total Attachments: 7</b>			
source=Motus - Parent IPSA#page1.tif			

OP \$115.00 86322332

source=Motus - Parent IPSA#page2.tif

source=Motus - Parent IPSA#page3.tif

source=Motus - Parent IPSA#page4.tif

source=Motus - Parent IPSA#page5.tif

source=Motus - Parent IPSA#page6.tif

source=Motus - Parent IPSA#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 7, 2014 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and CORPORATE REIMBURSEMENT SERVICES, INC., a Massachusetts corporation ("Grantor") is made with reference to the Unconditional Guaranty, dated as of November 7, 2014 executed by Grantor in favor of Lender (the "Guaranty") in connection with that certain Loan and Security Agreement dated as of November 7, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"), between Lender and Motus, LLC, a wholly owned subsidiary of Grantor ("Borrower"). Capitalized terms used but not defined herein have the meaning given to them in the Loan Agreement or the Guaranty, as applicable.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure Borrower's Obligations under the Loan Agreement as set forth in the Guaranty, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding anything to the contrary contained in the foregoing, Intellectual Property Collateral shall not include any: (1) any permit, license, contract or lease to the extent that (and in each case only for so long as) such grant of a security interest is prohibited by any applicable laws or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to a right on the part of the parties thereto other than Borrower to terminate, such permit, license, contract or lease, except to the extent that such laws or the terms of such permit, license, contract or lease providing for such prohibition, breach, default or right of termination are ineffective or rendered unenforceable under applicable laws (including

the Code); or (2) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided however, that, notwithstanding the foregoing, a security interest shall be, and is hereby, granted in (A) any property immediately upon such property ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.

This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Guaranty. The Guaranty is hereby incorporated by reference. The provisions of the Guaranty shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Guaranty and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. Each right, power and remedy of Lender provided for herein or in the Guaranty, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. Articles 11 and 12 of the Loan Agreement shall be incorporated herein mutatis mutandis.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically (including by fax or .pdf), will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

[SIGNATURE PAGE FOLLOWS]

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

**GRANTOR:**

CORPORATE REIMBURSEMENT SERVICES, INC.

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

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

Name: Timothy Brown

Name: \_\_\_\_\_

Title: Chief Financial Officer

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

Address for Notices:

Two Financial Center  
60 South Street, 12<sup>th</sup> floor  
Boston, MA 02110  
Attn: Tim Brown  
FAX: (617) 454-1053

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

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

**GRANTOR:**

CORPORATE REIMBURSEMENT SERVICES, INC.

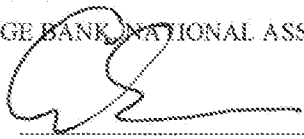
**LENDER:**

BRIDGE BANK NATIONAL ASSOCIATION

By: .....

Name: .....

Title: .....

By:  .....

Name: CHRISTIAN PERKINS .....

Title: SENIOR VICE PRESIDENT .....

Address for Notices:

Two Financial Center  
60 South Street, 12<sup>th</sup> floor  
Boston, MA 02110  
Attn: Tim Brown  
FAX: (617) 454-1053

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
MOTUS	86322332		June 27, 2014
KEEPING THE MOBILE WORKFORCE IN MOTION	86330729		July 8, 2014
O	86322324		June 27, 2014
MOTUS	86322316		June 27, 2014



EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>