

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323422

<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>
ADAPTLY, INC.		10/07/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESCALATE CAPITAL PARTNERS SBIC I, L.P.		
<b>Street Address:</b>	300 WEST SIXTH STREET, SUITE 2230		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4143636	ADAPTLY	
<b>Registration Number:</b>	4197450	ADAPTLY MOMENTUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149326499		
<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>	214-932-6400		
<b>Email:</b>	sshernandez@mcguirewoods.com		
<b>Correspondent Name:</b>	NAM H. HUYNH		
<b>Address Line 1:</b>	2000 MCKINNEY AVENUE, SUITE 1400		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	2067509-0022		
<b>NAME OF SUBMITTER:</b>	Nam H. Huynh		
<b>SIGNATURE:</b>	/Nam H. Huynh/		
<b>DATE SIGNED:</b>	11/17/2014		
<b>Total Attachments: 6</b>			
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<b>TRADEMARK</b>			

OP \$65.00 4143636



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 7, 2014 by and between ADAPPLY, INC., a Delaware corporation ("**Borrower**"), and ESCALATE CAPITAL PARTNERS SBIC I, L.P., a Delaware limited partnership ("**Lender**").

### RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights necessary for the conduct of its business or operations as currently conducted and that are material to the financial condition, business, or operations of Borrower. 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 pages 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.

Address of Borrower:

22 W. 19th St.  
3rd Floor  
New York, NY 10011

**BORROWER:**

ADAPPLY, INC.,  
a Delaware corporation

By: 

Name: Matt DePeola

Title: Chief Financial Officer


Address of Lender:

300 West Sixth Street, Suite 2230  
Austin, Texas 78701

**LENDER:**

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,  
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,  
its general partner

By: 

Name: William A. Schell

Title: Member

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005402 FRAME: 0329**

SCHEDULE A  
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

SCHEDULE B  
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

SCHEDULE C  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ADAPPLY	4,143,636	May 15, 2012
ADAPPLY MOMENTUM	4,197,450	August 28, 2012