TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Directworks, Inc.		12/19/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	1 North Wacker Drive, 48th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85371442	CX4
Serial Number:	76594455	CO-EXPRISE
Serial Number:	85832467	DIRECTWORKS
Serial Number:	85899933	D

CH $115.00 85371442

CORRESPONDENCE DATA

Fax Number: 4157735759

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.

Phone: 4157735697
Email: tgore@orrick.com
Correspondent Name: Daniel C. Lopez
Address Line 1: The Orrick Building, 405 Howard Street
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	28633.1
NAME OF SUBMITTER:	Daniel C. Lopez
SIGNATURE:	/Daniel C. Lopez/
DATE SIGNED:	01/13/2015

Total Attachments: 22

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SECURITY AGREEMENT
(INTELLECTUAL PROPERTY)

This SECURITY AGREEMENT (INTELLECTUAL PROPERTY) (this "Security Agreement"), dated as of December 19, 2014, is entered into by and between Directworks, Inc., a Delaware corporation (the "Grantor"), and Ares Capital Corporation ("Lender").

A Pursuant to that certain Loan and Security Agreement, No. V14115 dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender, the Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Pursuant to the Loan Agreement Grantor agreed to deliver to Lender this Security Agreement duly executed by Grantor.

AGREEMENT

In consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms shall have the following respective meanings:

"Collateral" has the meaning given to that term in Section 2 hereof.

"Copyright Office" means the United States Copyright Office or any successor office or agency thereto.

"Copyrights" has the meaning given to that term in Attachment 1 hereto.

"Grantor" has the meaning given to that term in the introductory paragraph hereof.

"Lender" has the meaning given to that term in the introductory paragraph hereof.

"Loan Agreement" has the meaning given to that term in Recital A hereof.

"Patent and Trademark Office" means the United States Patent and Trademark Office or any successor office or agency thereto.

"Patent Applications" means all applications made by, or on behalf of, Grantor to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

"Patent Registrations" means all Patents registered with the Patent and Trademark Office or with any similar office or agency of any foreign country or political subdivision thereof and all Patent Applications.

"Patents" has the meaning given to that term in Attachment 1 hereto.

"Secured Obligations" means the Borrower's Liabilities (as defined in the Loan Agreement).

"Security Agreement" means this Security Agreement (Intellectual Property) and all exhibits and schedules hereto, as the same may from time to time be amended, modified, supplemented or restated.

"Trade Secrets" has the meaning given to that term in Attachment 1 hereto.

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"Trademarks" has the meaning given to that term in Attachment 1 hereto.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Lender's security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

Unless otherwise defined herein, all other capitalized terms used herein and defined in the Loan Agreement shall have the respective meanings given to those terms in the Loan Agreement, and all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. **Grant of Security Interest.** Grantor hereby grants to Lender, as security for the full, prompt, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) and prompt performance and observance of all of the Secured Obligations, and in order to induce the Lender to enter into the Loan Agreement, a security interest in and to all of Grantor's right, title and interest in, to and under the property described in Attachment 1 hereto, whether now owned or hereafter acquired (collectively, the "Collateral"), which Attachment 1 is incorporated herein.

3. **Representations and Warranties.** Grantor represents and warrants to Lender as follows:

(a) Grantor has good and valid rights in, title to or leasehold interests in each item of the Collateral pledged by Grantor hereunder (or, in the case of after-acquired Collateral, at the time Grantor acquires rights in such after-acquired Collateral pledged by Grantor hereunder). No other Person has (or, in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) any right, title, claim or interest (by way of lien, purchase option or otherwise) in, against or to the Collateral, other than Permitted Liens.

(b) Lender has (or in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) a first priority perfected security interest in the Collateral, subject to Permitted Liens; provided, however, that Lender must file a financing statement with the Delaware Secretary of State describing the Collateral to perfect its security interest in Grantor's Patents and Trademarks and also make the filings with the Patent and Trademark Office or Copyright Office contemplated by this Security Agreement to perfect its security interest in Grantor's Patents, Trademarks or Copyrights registered with such offices.

(c) Grantor has full corporate power and corporate authority to grant the security interest herein granted.

(d) Grantor has (or in the case of after acquired Collateral, at the time Grantor acquires rights therein, will have) the sole, full and, subject to Permitted Liens, unencumbered right, title and interest in and to (i) each of the Trademarks described in Schedule A to Attachment 1 hereto for the goods and services covered by the registrations or applications thereof, (ii) each of the Patents described in Schedule B to Attachment 1 hereto, and (iii) each of the Copyrights described in Schedule C to Attachment 1 hereto. The registrations for such Trademarks and Patents are valid and enforceable and in full force and effect and none of the Patents have been abandoned or dedicated. According to the records of the Copyright Office, such Copyrights are valid and enforceable and in full force and effect.

(e) Grantor does not own any Patents, Trademarks or Copyrights registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office, other than those described in Schedules A, B and C to Attachment 1 hereto.

(f) No claim has been made by any third party and remains unresolved that any of the issued Patents, Trademarks or Copyrights is invalid and unenforceable or violates or may violate the rights of any Person.

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(g) Grantor has obtained from each of its employees, officers, directors and consultants who may be considered the inventor of patentable inventions (invented within the scope of such Person's relationship with Grantor) an assignment to such Grantor of all rights to such inventions, including Patents.

(h) Grantor has taken all commercially reasonable steps to protect the secrecy and the validity under applicable law of all material Trade Secrets.

4. Covenants of the Grantor. Grantor hereby agrees as follows:

(a) Grantor, at the Grantor's expense, shall promptly procure, execute and deliver to Lender all documents, instruments and agreements and perform all acts which are necessary, or which Lender may reasonably request, to establish, maintain, preserve, protect and perfect the Collateral, the security interest granted to Lender therein and the first priority of such lien (subject to Permitted Liens) or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the preceding sentence, Grantor shall (i) execute all notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, substantially in the form of Attachment 2 hereto or other forms acceptable to Lender and (ii) take all commercially reasonable steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks and Copyrights, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that the failure to prosecute or maintain or the dedication, abandonment or invalidation thereof is permitted hereunder or unless Grantor in the exercise of its prudent business judgment deems the failure to prosecute or maintain or the dedication, abandonment or invalidation to be commercially reasonable).

(b) Grantor shall not use any Collateral or permit any Collateral to be used in violation of (i) any provision of the Loan Agreement, this Security Agreement or any Other Agreements, (ii) any applicable governmental rule or contractual obligation, or (iii) any policy of insurance covering the Collateral.

(c) Grantor shall appear in and use commercially reasonable efforts to defend any action or proceeding which may affect Lender's security interest in the Collateral. Grantor shall also appear in and use commercially reasonable efforts to defend any action or proceeding which may affect its title to the Collateral (except to the extent that Grantor in the exercise of its prudent business judgment deems the failure to defend any such action or proceeding to be commercially reasonable).

(d) Grantor shall keep accurate and complete records of the Collateral and shall permit Lender to examine and make copies of such records and provide such reports and information relating to the Collateral as Lender may reasonably request from time to time to the extent required under the Loan Agreement.

(e) Grantor will not do any act, or omit to do any act, whereby the Trademarks may become abandoned or dedicated and shall notify Lender promptly if it knows of any reason or has reason to know that any such Trademark may become abandoned or dedicated, unless Grantor, in the exercise of its prudent business judgment, deems the abandonment or dedication of any such Trademark to be commercially reasonable. Grantor will not do any act, or omit to do any act, whereby the Patents or Patent Registrations may become abandoned or dedicated and shall notify Lender promptly if it knows of any reason or has reason to know that any such Patent Registration may become abandoned or dedicated, unless Grantor, in the exercise of its prudent business judgment, deems the abandonment or dedication of any such Patent to be commercially reasonable. Grantor will not do any act or omit to do any act, whereby the Copyrights may become abandoned or dedicated unless Grantor, in the exercise of its prudent business judgment, deems the abandonment or dedication of any such Copyright to be commercially reasonable, and shall notify Lender promptly if it knows of any reason or has reason to know that any such Copyright may become abandoned or dedicated.

(f) Grantor will promptly notify Lender upon the filing, either by Grantor or through any agent, employee, licensee or designee, of (i) an application for the registration of any Patent, Trademark, or Copyright with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any Patent or Trademark, which Grantor may

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acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any Copyright, which Grantor may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

(g) Grantor shall and shall cause its employees and licensees to (i) use proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, (ii) maintain consistent standards of quality in its manufacture of products sold under the Trademarks or provision of services in connection with the Trademarks, and (iii) take all commercially reasonable steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets.

(h) Grantor shall maintain with each employee or consultant who may have access to the Trade Secrets of Grantor an agreement by which such employee or consultant agrees not to disclose such Trade Secrets and with each employee or consultant who may be the inventor of patentable inventions (invented within the scope of their employment or consulting relationship) an invention assignment agreement requiring such employee or consultant to assign all rights to such inventions, including, patents and patent applications, to Grantor and, with respect to employees or consultants located in the United States, further requiring such employee or consultant to cooperate fully with Grantor and its counsel in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment or such consultant's relationship with Grantor or after the termination thereof.

5. Authorized Action by the Lender. After the occurrence and during the continuance of an Event of Default, Grantor hereby irrevocably appoints Lender as its attorney-in-fact and agrees that Lender may perform (but Lender shall not be obligated to and shall incur no liability to Grantor or any third party for failure so to do) any act which Grantor is obligated by this Security Agreement to perform, and to exercise such rights and powers as Grantor might exercise with respect to the Collateral, including, without limitation, the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all royalties, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) insure, process, preserve and enforce the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) pay any indebtedness of Grantor relating to the Collateral; and (e) execute UCC financing statements and other documents, instruments and agreements required hereunder. Such power of attorney shall expire immediately upon payment and performance in full of the Secured Obligations (other than contingent indemnification obligations). Grantor agrees that such care as Lender gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Lender's possession so long as Lender complies with Section 9-207 of the Uniform Commercial Code; provided, however, that Lender shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other Person in connection with the Secured Obligations or with respect to the Collateral.

6. Default and Remedies. Grantor shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default. In addition to all other rights and remedies granted to Lender by this Security Agreement, the Loan Agreement, the Other Agreements, the UCC and other applicable governmental rules, Lender may, upon the occurrence and during the continuance of any Event of Default, exercise any one or more of the following rights and remedies: (a) collect, receive, appropriate or realize upon the Collateral or otherwise foreclose or enforce the Lender's security interests in any or all Collateral in any manner not prohibited by applicable governmental rules or in this Security Agreement; (b) notify any or all licensees of Collateral to make payments thereon directly to Lender; (c) sell, license or otherwise dispose of any or all Collateral at one or more public or private dispositions, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such commercially reasonable terms and in such commercially reasonable manner as Lender may determine; (d) upon five (5) Business Days' prior notice to Grantor, direct Grantor not to make any further use of the Patents, the Trademarks (or any mark similar thereto), or the Copyrights (or any work deriving therefrom); (e) upon five (5) Business Days' prior notice to Grantor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as permitted under applicable law; (f) enforce (and upon notice to Grantor have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantor in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any

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thereof; and (g) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, pursuant to the authority granted in Section 5, execute and deliver on behalf of Grantor, upon five (5) Business Days' prior notice to Grantor, one or more instruments of assignment of the Patents, Trademarks or Copyrights (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

7. Application of Proceeds. After and during the continuance of an Event of Default, the proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied by Lender to the Secured Obligations in any manner whatsoever as Lender shall choose in its sole and absolute discretion.

8. Indemnification and Release.

(a) Grantor assumes all responsibility and liability arising from its use of the Patents, Trademarks and Copyrights, and Grantor hereby agrees to indemnify and hold Lender and its directors, officers, employees, agents and any of its respective Affiliates ("Indemnitees") harmless from and against any third party claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of or in connection with (i) any alleged infringement by Grantor of any patent, trademark, service mark, trade name, trade secret or copyright of a third party or alleged defect in any product manufactured, promoted or sold by Grantor (or any Affiliate of Grantor) in connection with any Patent, Trademark or Copyright, (ii) the manufacture, promotion, labeling, sale or advertisement of any product or service by Grantor (or any Affiliate of Grantor) and (iii) any claim, suit or proceeding related to any Collateral instituted by Grantor (other than claims against Indemnitees) or in which Grantor participates.

(b) To the extent expressly required under Section 5.6 of the Loan Agreement, Grantor agrees to cause Lender to be named as an additional insured with respect to any policy of insurance held by Grantor from time to time, if any, covering product liability or intellectual property infringement risk.

(c) Nothing contained in this Section 8 shall, however, be deemed to require Grantor to indemnify or hold harmless any Indemnitee from or against any losses, costs, suits, expenses, claims or damages to the extent determined by a court of competent jurisdiction to have arisen from such Indemnitee's gross negligence or willful misconduct.

9. Miscellaneous.

(a) Notices. Except as otherwise specified herein, all notices, requests, demands, consents, instructions or other communications to or upon Grantor or Lender under this Security Agreement shall be given as provided in Section 9.1 of the Loan Agreement.

(b) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(c) Headings. The section headings and captions appearing in this Security Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement.

(d) No Waiver; Cumulative Remedies. Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder or under the Loan Agreement or the Other Agreements, nor shall any single or partial exercise of any right or remedy hereunder or thereunder on any one or more occasions preclude the further exercise thereof or the exercise of any other right or remedy hereunder or thereunder. The rights and remedies hereunder provided or provided under the Loan Agreement or the Other Agreements are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or by any of the Other Agreements. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by

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Grantor and Lender. Unless otherwise specified in any such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given.

(e) Time is of the Essence. Time is of the essence for the performance of each of the terms and provisions of this Security Agreement.

(f) Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(g) Termination of this Security Agreement. Subject to Section 9(f), this Security Agreement shall terminate upon the later to occur of the full, complete and final payment of the Secured Obligations (other than contingent indemnification obligations) and the termination of Lender's commitments under the Loan Agreement.

(h) Successors and Assigns. This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its successors and assigns except that Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Lender. Any assignment or transfer in violation of the foregoing shall be null and void.

(i) Amendment, Etc. No amendment, modification, supplement, extension, termination or waiver of any provision of this Security Agreement, no approval or consent thereunder, and no consent to any departure by Grantor therefrom, may in any event be effective unless in writing signed by Lender and Grantor, and then only in the specific instance and for the specific purpose given and any such amendment, modification, supplement, extension, termination or waiver shall be binding upon Lender and Grantor; and, without the approval in writing of Lender and Grantor (as applicable), no amendment, modification, supplement, termination, waiver or consent may be effective as to the matters set forth in the Loan Agreement, including, without limitation, the release of Grantor.

(j) ENTIRE AGREEMENT. THIS SECURITY AGREEMENT REPRESENTS THE COMPLETE AND FINAL AGREEMENT AMONG GRANTOR AND LENDER AND SUPERSEDES ALL PRIOR AGREEMENTS, WRITTEN OR ORAL, ON THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF SUCH PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG GRANTOR AND LENDER.

(k) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws and decisions of the State of New York without reference to conflicts of law rules.

(l) Counterparts. This Security Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes. Transmission by telecopier of an executed counterpart of this Security Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

(m) Grantor's Continuing Liability. Notwithstanding any provision of this Security Agreement or any Other Agreement or any exercise by Lender of any of its rights hereunder or thereunder (including, without limitation, any right to collect or enforce any Collateral), (i) Grantor shall remain liable to perform its obligations and duties in connection with the Collateral and (ii) Lender shall not assume or be considered

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to have assumed any liability to perform such obligations and duties or to enforce any of Grantor's rights in connection with the Collateral.

(n) Additional Provisions. Grantor hereby acknowledges and agrees that the jury trial waiver, consent to jurisdiction and other provisions in Sections 9.13 and 9.14 of the Loan Agreement apply to this Security Agreement and are incorporated herein as though set forth in full.

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IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the day and year first above written.

GRANTOR:

DIRECTWORKS, INC.

By: _____
Name: Greg S. Anderson
Title: President

LENDER:

ARES CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the day and year first above written.

GRANTOR:

DIRECTWORKS, INC.

By: _____
Name: _____
Title: _____

LENDER:

ARES CAPITAL CORPORATION

By: _____
Name: Scott Lem
Title: Authorized Signatory

ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title and interest of Grantor, whether now owned or hereafter acquired, in and to the following property (collectively, the "Collateral"):

(a) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedule A to this Attachment 1, which Schedule A is incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the "Trademarks");

(b) All patentable inventions, patent rights, shop rights, letters patent of the United States or any foreign country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedule B to this Attachment 1, which Schedule B is incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the "Patents");

(c) All copyrights including, without limitation, (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described on Schedule C to this Attachment 1, which Schedule C is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Copyrights");

(d) All goodwill of Grantor's business symbolized by the Trademarks and all customer lists and other records of Grantor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(e) All proprietary information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by Grantor (collectively, the "Trade Secrets");

(f) All claims by Grantor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights or Trade Secrets; and

(g) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

Notwithstanding anything to the contrary herein, the Collateral shall not include (a) any intent-to-use trademark application at any times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the

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granting of a security interest in such intent to use trademark would affect Grantor's rights to such trademarks under to applicable law, (b) any contract, license or general intangible to which Grantor is a party if and to the extent such contract, license or general intangible is subject to express contractual provisions prohibiting the creation of a security interest in the right, title or interest of Grantor therein and/or such creation would, in and of itself, cause or result in a breach or default thereunder enabling another party to such contract, license or general intangible to terminate the same or enforce material remedies thereunder; except in each case to the extent that (x) such prohibition has been waived or such other party has otherwise consented to the creation hereunder of a security interest in such contract, license or general intangible or (y) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity and provided, further, that immediately upon the ineffectiveness, lapse or termination of any such prohibiting provision, Grantor shall be deemed to have granted a security interest in, all its rights, title and interest in and to such contract, license or general intangible as if such provision had never been in effect, or (c) any other property excluded from the Collateral under Section 5.1 of the Loan Agreement.

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SCHEDULE A
TO ATTACHMENT 1
TO SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

US TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK NAME	OWNER	STATUS	APPLICATION # & DATE FILED	REGIS. # & DATE
CX4	Directworks, Inc.	Registered	85/371,442 Jul. 14, 2011	4,529,937/ May 13, 2014 42
CO-EXPRISE	Co-Exprise, Inc.	Partial Sections 8 &d 15 accepted	76/594,455 May 28, 2004	3,187,764 Dec. 19, 2006
DIRECTWORKS	Directworks, Inc.	Registered	85/832,467 Jan. 25, 2013	4,598,025 Sep. 02, 2014
D and Design	Directworks, Inc.	Registered	85/899,933 Apr. 10, 2013	4,458,138 Dec. 31, 2013

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SCHEDULE B
TO ATTACHMENT 1
TO SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

US PATENTS AND PATENT APPLICATIONS

INVENTOR	ASSIGNEE/ SECURED PARTIES	STATUS	PATENT/ APP. NUMBER	FILING/ ISSUE DATE	PATENT DESCRIPTION
Blair et al.	Directworks, Inc.	Pending	US 12/052,263	3/20/2008	Method and System For Facilitating a Transaction
Blair	Directworks, Inc.	Issued	US 11/208,693; US 7,810,025	8/21/05	File Translation Methods
Blair	Directworks, Inc.	Issued	US 11/208,694; US 8,170,946	8/21/05	Cost Management File Translation Methods
Blair	Directworks, Inc.	Issued	US 11/209,091; US 8,712,858	8/21/05	Supplier Capability Methods
Co-Exprise, Inc.	Directworks, Inc.	Expired	60/603,401	8/21/2004	Systems, Methods and Devices for Extended Enterprise Communication
Co-Exprise, Inc.	Directworks, Inc.	Abandoned	11/209,090	8/21/2005	Collaborative Negotiation Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Issued	7,810,025	10/5/2010	File Translation Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Issued	8,170,946	5/1/2012	Cost Management File Translation Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	11/209,091	8/21/2005	Supplier Capability Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	12/634,253	12/9/2009	Collaborative Negotiation Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	12/986,643	1/7/2011	Total Cost Management System, Method, and Apparatus

FOREIGN PATENTS AND PATENT APPLICATIONS[1]

INVENTOR	ASSIGNEE/ SECURED PARTIES	STATUS	PATENT/ APP. NUMBER	FILING/ ISSUE DATE	PATENT DESCRIPTION
Blair et al.	Directworks, Inc.	Pending	CA 2,719,086	6/9/08	Method and System For Facilitating a Transaction
Blair	Directworks, Inc.	Pending	CN 200580036172.3	8/21/05	Extended Enterprise Communication
Blair	Directworks, Inc.	Issued	MX MX/a/2007/002101; MX 304798	8/21/05	File Translation Methods

11 Effective January 2014, Directworks, Inc. determined that is no longer in the best commercial interests of the company to maintain its international patent portfolio. All issued and pending patents will no longer be supported.

TRADEMARK
REEL: 005440 FRAME: 0272

INVENTOR	ASSIGNEE/ SECURED PARTIES	STATUS	PATENT/ APP. NUMBER	FILING/ ISSUE DATE	PATENT DESCRIPTION
Blair	Directworks, Inc.	Pending	HK 09110492.3	8/21/05	Extended Enterprise Communication
Co-Exprise, Inc.	Directworks, Inc.		PCT/US2005/029846	8/21/2004	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Allowed	2005277150	Allowed 5/11/2011	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	2,576,976	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	200580036172.3	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Published	05 790 367	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	835/KOL NP/07	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	MX/a/2007/002101	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.		PCT/US2008/066261	6/9/2008	Method and System for Facilitating a Negotiation
Co-Exprise, Inc.	Directworks, Inc.	Pending	09110492.3	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	2,719,086	6/9/2008	Method and System for Facilitating a Negotiation
Co-Exprise, Inc.	Directworks, Inc.	Published	PCT/US2011/020516	Published 7/12/2012	Total Cost Management System, Method, and Apparatus
Co-Exprise, Inc.	Directworks, Inc.	Pending	2011203185	6/29/2011	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	MX/a/2011/008973	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce

TRADEMARK
REEL: 005440 FRAME: 0273

SCHEDULE C
TO ATTACHMENT 1
TO SECURITY AGREEMENT

COPYRIGHTS

Grantor represents and warrants that it does not own any registered Copyrights.

TRADEMARK
REEL: 005440 FRAME: 0274

ATTACHMENT 2
TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of December 19, 2014, is executed by Directworks, Inc., a Delaware corporation ("Grantor"), in favor of Ares Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement, No. V14115 dated as of December 19, 2014 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:
Ares Capital Corporation
1 North Wacker Drive, 48th Floor
Chicago, IL 60606

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTOR

Directworks, Inc.,
a Delaware corporation

By: [signature]
Name: GREG S ANDERSON
Title: PRESIDENT

OHSUSA:760153847.2

ATTACHMENT 2
TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

PATENTS

This GRANT OF SECURITY INTEREST, dated as of December 19, 2014, is executed by Directworks, Inc., a Delaware corporation ("Grantor"), in favor of Ares Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement, No. V14115 dated as of December 19, 2014 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor owns the letters patent of the United States and certain foreign countries, more particularly described on Schedule 1-A annexed hereto and made a part hereof (collectively, the "Patents").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

D. Pursuant to the Security Agreement, Grantor has assigned and granted to Lender a security interest in all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:
Ares Capital Corporation
1 North Wacker Drive, 48th Floor
Chicago, IL 60606

TRADEMARK
REEL: 005440 FRAME: 0277

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTOR

Directworks, Inc.,
a Delaware corporation

By: _____
Name: Greg S. Anderson
Title: President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS AND TRADEMARK APPLICATIONS

US TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK NAME	OWNER	STATUS	APPLICATION # & DATE FILED	REGIS. # & DATE
CX4	Directworks, Inc.	Registered	85/371,442 Jul. 14, 2011	4,529,937/ May 13, 2014 42
CO-EXPRISE	Co-Exprise, Inc.	Partial Sections 8 &d 15 accepted	76/594,455 May 28, 2004	3,187,764 Dec. 19, 2006
DIRECTWORKS	Directworks, Inc.	Registered	85/832,467 Jan. 25, 2013	4,598,025 Sep. 02, 2014
D and Design	Directworks, Inc.	Registered	85/899,933 Apr. 10, 2013	4,458,138 Dec. 31, 2013

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
PATENTS AND PATENT APPLICATIONS

US PATENTS AND PATENT APPLICATIONS

INVENTOR	ASSIGNEE/ SECURED PARTIES	STATUS	PATENT/ APP. NUMBER	FILING/ ISSUE DATE	PATENT DESCRIPTION
Blair et al.	Directworks, Inc.	Pending	US 12/052,263	3/20/2008	Method and System For Facilitating a Transaction
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Co-Exprise, Inc.	Directworks, Inc.	Expired	60/603,401	8/21/2004	Systems, Methods and Devices for Extended Enterprise Communication
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Co-Exprise, Inc.	Directworks, Inc.	Issued	7,810,025	10/5/2010	File Translation Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Issued	8,170,946	5/1/2012	Cost Management File Translation Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	11/209,091	8/21/2005	Supplier Capability Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	12/634,253	12/9/2009	Collaborative Negotiation Methods, Systems, and Apparatuses for Extended Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	12/986,643	1/7/2011	Total Cost Management System, Method, and Apparatus

FOREIGN PATENTS AND PATENT APPLICATIONS2

INVENTOR	ASSIGNEE/ SECURED PARTIES	STATUS	PATENT/ APP. NUMBER	FILING/ ISSUE DATE	PATENT DESCRIPTION
Blair et al.	Directworks, Inc.	Pending	CA 2,719,086	6/9/08	Method and System For Facilitating a Transaction
Blair	Directworks, Inc.	Pending	CN 200580036172.3	8/21/05	Extended Enterprise Communication
Blair	Directworks, Inc.	Issued	MX MX/a/2007/002101; MX 304798	8/21/05	File Translation Methods

2 Effective January 2014, Directworks, Inc. determined that is no longer in the best commercial interests of the company to maintain its international patent portfolio. All issued and pending patents will no longer be supported.

TRADEMARK
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Blair	Directworks, Inc.	Pending	HK 09110492.3	8/21/05	Extended Enterprise Communication
Co-Exprise, Inc.	Directworks, Inc.		PCT/US2005/029846	8/21/2004	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Allowed	2005277150	Allowed 5/11/2011	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
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Co-Exprise, Inc.	Directworks, Inc.	Pending	200580036172.3	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
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Co-Exprise, Inc.	Directworks, Inc.	Pending	835/KOL NP/07	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
Co-Exprise, Inc.	Directworks, Inc.	Pending	MX/a/2007/002101	8/21/2005	Methods, Systems, and Apparatuses for Extended Enterprise Commerce
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