

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trax Technologies, Inc.		03/18/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Partners for Growth IV, L.P.		
Street Address:	150 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86355287	TRAX RISK SCORE	
Serial Number:	86355290	TRAX SCORE	
Serial Number:	86545140	PITCH - PERSUADE, INSPIRE, TEACH, COACH,	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<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:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG4-TRAX2015		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg/		
DATE SIGNED:	03/19/2015		
Total Attachments: 7			
source=2015-03-18 Joinder and Reaffirmation of IP Security Security Agreement#page1.tif			
source=2015-03-18 Joinder and Reaffirmation of IP Security Security Agreement#page2.tif			
source=2015-03-18 Joinder and Reaffirmation of IP Security Security Agreement#page3.tif			

OP \$90.00 86355287

source=2015-03-18 Joinder and Reaffirmation of IP Security Security Agreement#page4.tif

source=2015-03-18 Joinder and Reaffirmation of IP Security Security Agreement#page5.tif

source=2015-03-18 Joinder and Reaffirmation of IP Security Security Agreement#page6.tif

source=2015-03-18 Joinder and Reaffirmation of IP Security Security Agreement#page7.tif

**JOINDER AND REAFFIRMATION OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS JOINDER AND REAFFIRMATION OF INTELLECTUAL PROPERTY AND SECURITY AGREEMENT (including related Collateral Agreements and Notices, this "*Reaffirmation*") is dated as of March 18, 2015, by and between PARTNERS FOR GROWTH IV, L.P., a Delaware limited partnership with its principal offices at 150 Pacific Avenue, San Francisco, CA 94111 ("*PFG*"), and each of the Persons subscribed hereto as "Grantor" (individually and collectively, jointly and severally "*Grantor*").

RECITALS:

A. Grantor (other than TDRI and Rodeo) entered into that certain Intellectual Property Security Agreement (including Collateral Agreements and Notices) dated May 30, 2014 (the "*the IPS Agreement*") pursuant to which it granted PFG a security interest in all of Grantor's right, title and interest in the Grantor's Intellectual Property to secure performance of all Obligations of Borrower under that certain Loan and Security Agreement of even date with the IPS Agreement among PFG, the Borrower named therein and Grantors (collectively "Obligors"), pursuant to which Borrowers borrowed money from PFG (the "*Loan Agreement*" and such above date, the "*Loan Agreement Effective Date*").

B. Concurrently with this Reaffirmation, PFG and Borrower are entering into that certain Amended and Restated Loan and Security Agreement of even date herewith (the "*Restatement*") to, inter alia, reflect the joinder of the new parent company of the Group, Trax Data Refinery, Inc., a Delaware corporation ("*TDRI*") and Rodeo Acquisition Sub Corporation, a Delaware corporation ("*Rodeo*"), as additional Borrowers.

C. The parties desire to join TDRI and Rodeo as additional Grantors under the IPS Agreement and reaffirm the obligations of each Grantor under the IPS Agreement in respect of the Restatement and PFG's rights thereunder, security interests, dates and manner of perfection and other benefits will be deemed to apply in favor of PFG under the Restatement.

D. In order to induce PFG to enter into the Restatement, Grantor has agreed to reaffirm its obligations to PFG under the IPS Agreement as obligations to PFG under the Restatement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by reference as if fully set forth in the text of this Reaffirmation.

2. **Definitions.** Capitalized terms used in this Reaffirmation and not otherwise defined herein shall have the meanings assigned in the IPS Agreement or, as applicable, the Restatement.

3. **Reaffirmation.** Grantor hereby represents, warrants and covenants that:

(a) all obligations of Grantor under the IPS Agreement in relation to the Loan Agreement shall hereafter be deemed and shall constitute Obligations to PFG under the Restatement;

(b) all obligations under the Loan Agreement in relation to the IPS Agreement shall hereafter constitute Obligations of Grantor under the Restatement;

(c) Grantor hereby covenants and agrees with PFG that the IPS Agreement shall continue in full force and effect for the benefit of PFG, that there are no offsets, claims or defenses of Grantor with respect to the IPS Agreement, and that the IPS Agreement is hereby ratified and confirmed in all respects; and

(d) Except as set forth on Schedule A attached hereto, any and all Intellectual Property and Domain Rights required to be disclosed under the IPS Agreement have been disclosed and no new properties or rights have been acquired or arisen between the Loan Agreement Effective Date and the date of this Reaffirmation. The Intellectual Property set forth on Schedule A attached hereto is hereby incorporated by reference into Schedule A of the IPS Agreement and Exhibit I to that certain Trademark Collateral Agreement and Notice dated May 30, 2014.

4. **Joinder.** Each of TDRI and Rodeo is hereby joined as a Grantor under the IPS Agreement and an Assignor under any relevant Collateral Agreement and Notice. Each Grantor on the Loan Agreement Effective Date hereby consents to the joinder of TDRI and Rodeo as of the date of this Reaffirmation.

5. **Successors and Assigns.** This Reaffirmation shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

6. **Severability.** In case any one or more of the provisions contained in this Reaffirmation shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7. **Full Force and Effect.** Except as expressly provided herein, all terms and provisions of the IPS Agreement shall remain unchanged and in full force and effect.


8. **Miscellaneous.** This Reaffirmation and all acts and transactions pursuant to or relating hereto and all rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California without regard to any principle of conflicts of law or other rule of law that could require the application of the law of any other jurisdiction. This Reaffirmation may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Delivery of the signature pages to

this Reaffirmation by a scanned PDF sent by electronic mail shall be effective as delivery of a manually executed counterpart hereof so long as such party, as a condition subsequent, has delivered the wet original thereof to an overnight courier to PFG within one (1) Business Day of the Restatement Date.

[Signature Page Follows]

In witness whereof, Grantor has caused this Reaffirmation of IPS Agreement to be duly and lawfully executed by its authorized officer.

Grantor:
Trax Holdings, Incorporated

By 
J. Scott Nelson, President

By 
Karen Nelson, Secretary

Assignee:
PARTNERS FOR GROWTH IV, L.P.

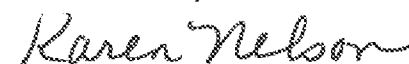
By _____

Name: _____

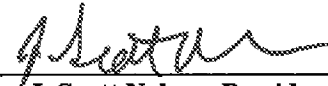
Title: Manager, Partners for GROWTH IV, LLC,
Its General Partner

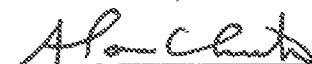
Grantor:
Trax Data Refinery, Inc.

By 
J. Scott Nelson, President

By 
Karen Nelson, Secretary


Grantor:
Trax Technologies, Inc.

By 
J. Scott Nelson, President

By 
Alan Chute, Secretary

Grantor:
Rodeo Acquisition Sub Corporation

By 
J. Scott Nelson, President

By 
Karen Nelson, Secretary

*Signature Page to Joinder and Reaffirmation of Intellectual Property Security Agreement
and Collateral Agreements and Notices*

In witness whereof, Grantor has caused this Reaffirmation of IPS Agreement to be duly and lawfully executed by its authorized officer.

Grantor:
Trax Holdings, Incorporated

Assignee:
PARTNERS FOR GROWTH IV, L.P.

By _____
J. Scott Nelson, President

By Jason Georgatos

By _____
Secretary

Name: Jason Georgatos

Title: Manager, Partners for GROWTH IV, LLC,
Its General Partner

Grantor:
Trax Data Refinery, Inc.

Grantor:
Trax Technologies, Inc.

By _____
J. Scott Nelson, President

By _____
J. Scott Nelson, President

By _____
Secretary

By _____
Secretary

Grantor:
Rodeo Acquisition Sub Corporation

By _____
J. Scott Nelson, President

By _____
Secretary

*Signature Page to Joinder and Reaffirmation of Intellectual Property Security Agreement
and Collateral Agreements and Notices*

SCHEDULE A

Trademark Schedule

Mark	Owner	App./Reg Number	Goods & Services	Status
TRAX RISK SCORE	Trax Technologies, Inc. 14500 N. Northsight Blvd, Suite 113 Scottsdale, AZ 85260	86355287	IC35: <i>Business management consultancy in the field of logistics, namely, assisting shippers and logistics providers with measuring invoice settlement risk by applying proprietary statistical models to billing data to quantify invoice settlement risk related to individual logistics providers and to identify billing processes that create invoice settlement risk; business management consultancy in the field of logistics, namely, advising shippers and logistics providers on specific controls and billing processes to improve quantified invoice settlement risks.</i>	8/1/2014- Application filed 1/20/2015 — Published
TRAX SCORE	Trax Technologies, Inc. 14500 N. Northsight Blvd, Suite 113 Scottsdale, AZ 85260	86355290	IC 35: <i>Business management consultancy in the field of logistics, namely, assisting shippers and logistics providers with measuring invoice settlement risk by applying proprietary statistical models to billing data to quantify invoice settlement risk related to individual logistics providers and to identify billing processes that create invoice settlement risk; business management consultancy in the field of logistics, namely, advising shippers and logistics providers on specific controls and billing processes to improve quantified invoice settlement risks.</i>	8/1/2014- Application filed 1/20/2015 — Published

JW

PITCH - PERSUADE, INSPIRE, TEACH, COACH, HELP	Trax Holdings, Incorporated 14500 N. Northsight Blvd, Suite 113 Scottsdale, AZ 85260	86545140	IC 035: <i>Advertising and marketing consultancy; Advertising, marketing and promotion services.</i>	2/25/15- Application filed
--	---	----------	--	----------------------------------

fw