

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

03/16/2015
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ETAS ID: TM335194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADAPTIVE, INC.		03-09-2015	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	EAGLE VENTURE CAPITAL, LLC
Street Address:	2765 Niagara Lane N
City:	Plymouth
State/Country:	MINNESOTA
Postal Code:	55447
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86316520	DATA ONTOLOGIST

CORRESPONDENCE DATA

Fax Number: 5184520822
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: 518-452-1873
Email: accessin@sprynet.com
Correspondent Name: jlee
Address Line 1: 1773 Western Avenue
Address Line 4: Albany, NEW YORK 12203

NAME OF SUBMITTER:	J.C. Goins
SIGNATURE:	/J.C. Goins/
DATE SIGNED:	03/16/2015

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 9, 2015, made by ADAPTIVE, INC., a Nevada corporation (the "Grantor"), in favor of EAGLE VENTURE CAPITAL, LLC, a Minnesota limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of the date hereof (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), by and between the Grantor and the Secured Party, the Grantor is required to execute and deliver this Agreement.

Accordingly, the Grantor and the Secured Party agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a continuing security interest in all of the Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor and wherever located or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

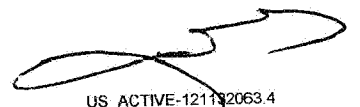
(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment and performance of all Obligations of the Grantor now or hereafter existing under the Note.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same



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agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method for transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[Remainder of the page intentionally left blank]

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

ADAPTIVE, INC.

By: _____

Name: J.C. Goins

Title: President

Schedule A

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations and Applications For Trademark And Service Mark Registrations

OWNER	MARK	FILED DATE	SER. NO.	REG. DATE	REG. No.	STATUS
Adaptive, Inc.	Data Ontologist	June 20, 2014	86316520	N/A	N/A	Pending

