

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zumasys, Inc.		03/31/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Claritas Capital Specialty Debt Fund, L.P., as Collateral Agent		
Street Address:	4015 Hillsboro Pike, Suite 210		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86365426	ACCUTERM	
Serial Number:	86364776	CONQUER THE CLOUD	
Registration Number:	3984590	ELEVATE YOUR BUSINESS WITH OUR CLOUD	
Registration Number:	4662889	HAPPYNESS IS A CHOICE	
Registration Number:	4656171	HAPPYNESS IS A CHOICE	
Registration Number:	3357974	THEONDEMANDOFFICE	
Registration Number:	4114880	Z	
Registration Number:	3778766	Z ZUMASYS	
Registration Number:	4114879	ZUMAPALOOZA	
Registration Number:	3237355	ZUMASYS	
Registration Number:	2573361	JBASE	
Registration Number:	2563523	JBASE	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	615-252-3552		
Email:	mward@babco.com		
Correspondent Name:	Mary C Ward		
Address Line 1:	1600 Division Street, Suite 700		
TRADEMARK			

OP \$315.00 86365426

Address Line 4: Nashville, TENNESSEE 37203

NAME OF SUBMITTER: Mary Ward

SIGNATURE: /Mary Ward/

DATE SIGNED: 04/02/2015

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is entered into as of March 31, 2015, by ZUMASYS, INC. ("**Debtor**"), a California corporation, in favor of CLARITAS CAPITAL SPECIALTY DEBT FUND, L.P., a Delaware limited partnership, in its capacity as Collateral Agent for itself and for CCSD II, L.P., a Delaware limited partnership, as "**Lenders**" under that Loan Agreement dated as of March 31, 2015, among Debtor, certain affiliates of Debtor, such Collateral Agent, and such Lenders (as it may be further amended or restated, the "**Loan Agreement**"; capitalized terms not otherwise defined herein have the meanings given in the Loan Agreement).

RECITALS:

A. Pursuant to the Loan Agreement, Lenders have agreed to extend credit to Borrowers, on certain terms and conditions.

B. Debtor has granted to Collateral Agent, to secure the Obligations, a security interest in all of its personal property and fixtures pursuant to that Security Agreement dated as of March 31, 2015 (as it may be amended or restated, the "**Security Agreement**").

C. Debtor wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Debtor's grant of a security interest to Collateral Agent in Debtor's trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. UCC Security Interest in Registered Trademarks. As security for the Obligations, Debtor hereby grants to Lenders a security interest in the trademark registrations described in Schedule A hereto and of record with the United States Patent and Trademark Office (the "USPTO").

2. Recordation. Debtor hereby authorizes Collateral Agent to record this Agreement with the USPTO.

3. Other Agreements. This Agreement is executed to supplement and further evidence the security interest granted to Collateral Agent under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity.

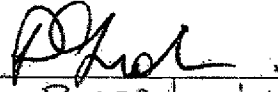
[Signatures follow]

This Trademark Security Agreement is dated as of the date first written above.

DEBTOR:

ZUMASYS, INC.

By:
Title:



President

This Trademark Security Agreement is dated as of the date first written above.

COLLATERAL AGENT:

CLARITAS CAPITAL SPECIALTY DEBT FUND, L.P.

By: CCSD GP, LLC,
a Delaware limited liability company,
as General Partner

By: 

Name: Maston L. Ballew

Title: Manager

SCHEDULE A

Trademarks

Mark	Serial No./Registration No.	Applicable Date
ACCUTERM	86365426	08/13/2014
Conquer The Cloud	86364776	08/12/2014
Elevate Your Business With Our Cloud	3984590	06/28/2011
Happyness Is A Choice	4662889	12/30/2014
Happyness Is a Choice	4656171	12/16/2014
TheOnDemandOffice	3357974	12/18/2007
Z	4114880	03/20/2012
Z Zumasys	3778766	04/20/2010
Zumapalooza	4114879	03/20/2012
Zumasys	3237355	05/01/2007
JBASE	2573361	05/28/2002
JBASE	2563523	04/23/2002

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