

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339109

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900321821

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MS MODERNIZATION SERVICES, INC.	FORMERLY Sophisticated Business Systems, Inc., successor by merger to BP-AT Acquisition LLC, a Delaware limited liability company f/k/a BP-AT Acquisition Corporation, a Delaware corporation	01/08/2015	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking assoocation: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4182256	EAVRPM
Registration Number:	4105688	EAV
Registration Number:	4159378	ENTERPRISE APPLICATION VIEWER
Registration Number:	4211446	ATP
Registration Number:	4177305	APPLICATION TRANSPARENCY PLATFORM
Registration Number:	4105421	ATERAS

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 734-930-0121

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

TRADEMARK

Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Angela Alvarez Sujek

SIGNATURE: /Angela Alvarez Sujek/

DATE SIGNED: 04/23/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(MS Modernization Services, Inc.)

This Intellectual Property Security Agreement is entered into as of January 8, 2015 by and between **COMERICA BANK** ("**Bank**") and **MS MODERNIZATION SERVICES, INC.**, a Texas corporation, formerly known as Sophisticated Business Systems, Inc., successor by merger to BP-AT Acquisition LLC, a Delaware limited liability company f/k/a BP-AT Acquisition Corporation, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to Grantor and Modern Systems Corporation, a Delaware corporation f/k/a BluePhoenix Solutions USA, Inc. ("**Co-Borrower**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and Co-Borrower dated as of October 2, 2013 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor and Co-Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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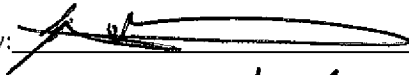
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MS MODERNIZATION SERVICES, INC., a Texas corporation, formerly known as Sophisticated Business Systems, Inc., successor by merger to BP-AT Acquisition LLC, formerly known as BP-AT Acquisition Corporation

Address of Grantor:
601 Union Street, Suite 4616
Seattle, WA 98101

By:  _____

Title: *Vice President* _____

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK
By:  _____

Title: *VP* _____

EXHIBIT A

Copyrights

None.

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EXHIBIT B

Patents

None.

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
EAVRPM	85/438999	10/4/11	4,182,256	7/31/12
EAV	85/411107	8/30/11	4,105,688	2/28/12
ENTERPRISE APPLICATION VIEWER	85/411017	8/30/11	4,159,378	6/12/12
ATP	85/410903	8/30/11	4,211,446	9/18/12
APPLICATION TRANSPARENCY PLATFORM	85/410850	8/30/11	4,177,305	7/17/12
ATERAS	85/372862	7/15/11	4,105,421	2/28/12

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