

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAINSPACE CORPORATION		06/22/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86058471	BRAINSPACE	
Serial Number:	85683980	PUREDISCOVERY	
Serial Number:	85509812	BRAINSPACE	
Serial Number:	86453881	BRAINSPACE	
Serial Number:	86453877	BRAINSPACE	
Serial Number:	86453870		
Serial Number:	86453873		
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck c/o Buchalter Nemer		
Address Line 1:	1000 Wilshire Blvd., Ste.1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	I0113-0280		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		

CH \$190.00 86058471

DATE SIGNED:	06/25/2015
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Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 22, 2015, by and between COMERICA BANK ("Bank") and BRAINSPACE CORPORATION, a Texas corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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, 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 of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Schedules 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.

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:

Address of Grantor:

BRAINSPACE CORPORATION
2130 Commerce Street
Dallas, Texas 75201

Attn: David Copps

BRAINSPACE CORPORATION

By: David S. Copps
Name: David S. Copps
Title: CEO

BANK:

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

COMERICA BANK

By: Charles Fell
Name: Charles Fell
Title: Vice President

With a copy to:

Comerica Bank
1201 East Beltline Road
Richardson, Tx. 75081
Attn: Charles Fell
FAX: (469) 330-3921

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Application/ Patent Number</u>	<u>Registration/ Application Date</u>
Concept Bridge and Method of Operating the Same	11472026/8312034	Nov 13, 2012
Multi-Concept Latent Semantic Analysis Queries	13326284/9015160	Apr 21, 2015
System and Method for Identifying Phrases in Text	13326120/8949111	Feb 03, 2015
Concept Bridge and Method of Operating the Same	13669584/8812531	Aug 19, 2014
Multi-Concept Latent Semantic Analysis Queries	13732869/9026535	May 05, 2015
System and Method for Identifying Phrases in Text	813732953/8639496	Jan 28, 2014
Generating and Using Social Brains with Complimentary Semantic Brains and an Indexes	13842144/8788516	Jul 22, 2014
Representative Document Selection	13827159/8635225	Jan 21, 2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration/ Application Date</u>
Brainspace	86058471	
PureDiscovery	85683980	July 23, 2012
BrainSpace	85509812	May 29, 2012
Brainspace with Color Logo Block	86453881	Nov 13, 2014
Brainspace with B&W Logo Block	86453877	Nov 13, 2014
Logo Block Only – B&W	86453870	Nov 13, 2014
Logo Block Only – Color	86453873	Nov 13, 2014