OP \$215.00 3351677

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM346601

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
DRAWLOOP TECHNOLOGIES, INC.		07/01/2015	CORPORATION: FLORIDA	

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	8020 Towers Crescent Drive, Suite 475		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: CALIFORNIA		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3351677	LOOP
Registration Number:	3405255	DRAWLOOP TECHNOLOGIES
Registration Number:	3751427	DDP
Registration Number:	4185958	LOOP PLATFORM
Registration Number:	4185960	LOOPLUS
Registration Number:	4497567	DRAWLOOP
Registration Number:	3558559	DDP ENABLED
Serial Number:	86603289	THE DOCUMENT IS THE APPLICATION

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: | F156371

TRADEMARK REEL: 005567 FRAME: 0211

900329721

NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	07/01/2015
source=FINAL Second Amendment source=FINAL Second Amendment source=FINAL Second Amendment	Trademark Security Agreement (Drawloop)#page1.tif Trademark Security Agreement (Drawloop)#page2.tif Trademark Security Agreement (Drawloop)#page3.tif Trademark Security Agreement (Drawloop)#page4.tif Trademark Security Agreement (Drawloop)#page5.tif

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 1, 2015, is entered into by and among **DRAWLOOP TECHNOLOGIES**, **INC.**, a Florida corporation (the "Grantor"), and **SILICON VALLEY BANK** (the "Assignee"), as (i) collateral agent pursuant to that certain General Security Deed dated as of June 11, 2013, among the Assignee, certain of Grantor's affiliates, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) administrative agent pursuant to that certain Credit Agreement, dated as of April 9, 2014, by, among others, certain of Grantors' affiliates, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

- Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to Assignee pursuant to the Security Agreement, the Grantor hereby grants to Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.
- (b) <u>Schedule A</u> hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.
- (c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event

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that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Security Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon consent of the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Recordation.

The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. <u>Counterparts</u>

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

TRADEMARK REEL: 005567 FRAME: 0214 IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

DRAWLOOP TECHNOLOGIES, INC.

Name: Teffrey Christianson

Title: Vice President

REEL: 005567 FRAME: 0215

ASSIGNEE:

SILICON VALLEY BANK,

as Administrative Agent

By:

Name: Dwayne Shuler
Title: Managing Director

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Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Trademark	Registered Owner	Filing Date	Expiration Date	Registration No.	Jurisdiction	Next Maintenance Date
LOOP	Drawloop Technologies, Inc.	March 28, 2007	December 11, 2017	3351677	USA	December 11, 2017
DRAWLOOP TECHNOLOGIES	Drawloop Technologies, Inc.	November 20, 2007	April 1, 2018	3405255	USA	April 1, 2018
DDP	Drawloop Technologies, Inc.	March 13, 2009	February 23, 2020	3751427	USA	February 23, 2020
LOOP PLATFORM	Drawloop Technologies, Inc.	December 13, 2011	August 7, 2018	4185958	USA	August 7, 2018
LOOPLUS	Drawloop Technologies, Inc.	December 13, 2011	August 7, 2018	4185960	USA	August 7, 2018
DRAWLOOP	Drawloop Technologies, Inc.	August 1, 2013	March 18, 2020	4497567	USA	March 18, 2020
DDP ENABLED and DESIGN	Drawloop Technologies, Inc.	September 18, 2007	July 6, 2015 (grace period deadline)	3558559	USA	July 6, 2015 (grace period deadline)
THE DOCUMENT IS THE APPLICATION	Drawloop Technologies, Inc.	April 20, 2015	Pending	Serial No. 86603289	USA	

Signature Page to Trademark Security Agreement

RECORDED: 07/01/2015

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