

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xora, Inc.		07/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4689167	STREETSMART	
Registration Number:	4689168	STREETSMART ADVANTAGE	
Registration Number:	4689169	STREETSMART WORKFORCE	
Registration Number:	4625327	XORA STREETSMART ADVANTAGE	
Registration Number:	4625326	XORA STREETSMART WORKFORCE	
Registration Number:	2510199	XORA	
Registration Number:	3367713	XORA	
Registration Number:	3614414	APPMOSPHERE	
Registration Number:	3566579	GEARWORKS	
Serial Number:	85632557	XORA STREETSMART	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$265.00 4689167

ATTORNEY DOCKET NUMBER:	051643-0017
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	07/13/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 13, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of July 13, 2015 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the for the benefit of the Agent Parties, the Purchasers and the Indemnified Parties (and their respective successors and assigns), a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination

This Agreement shall terminate and the security interest in and lien on the Trademark Collateral shall be released upon the full and complete payment in cash of all of the Secured Obligations.

SECTION 5. Governing Law

EXCEPT TO THE EXTENT THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT SUPPLEMENT AND THE SECURED OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND INTENDED TO BE PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

XORA, INC.

By: 

Name: Moshe BenBassat

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jeffrey Rose
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005575 FRAME: 0820

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Database	Trademark	Registration Number	Registration Date	Status	Registrant
International Register	TIMETRACK	940824	4/30/2007	Registered	Xora, Inc.

STREETSMART

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	31 Jan 2013	85838007		17 Feb 2015	4689167		Xora, Inc.	-			Registered

STREETSMART ADVENTAGE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	31 Jan 2013	85838008		17 Feb 2015	4689168		Xora, Inc.	-			Registered

STREETSMART WORKFORCE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	31 Jan 2013	85838011		17 Feb 2015	4689169		Xora, Inc.	-			Registered

XORA STREETSMART

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	23 May 2012	85632557		24 Feb 2015	4692774		Xora, Inc.	-			Registered

XORA STREETSMART ADVANTAGE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	23 May 2012	85632561		21 Oct 2014	4625327		Xora, Inc.	21 Oct 2019 - US TM Renewal - 5th Year - DEADLINE			Registered (active)

XORA STREETSMART WORKFORCE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	23 May 2012	85632558		21 Oct 2014	4625326		Xora, Inc.	21 Oct 2019 - US TM Renewal - 5th Year - DEADLINE			Registered (active)

XORA

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	12 Feb 2001	76209330		20 Nov 2001	2510199		Xora, Inc.	20 Nov 2021 - DEADLINE second renewal			Registered (active)
US	24 Oct 2006	77027713		15 Jan 2008	3367713		Xora, Inc.	15 Jan 2018 - US TM Renewal - 10th Year - DEADLINE			Registered (active)

APPMOSPHERE¹

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	16 Jan 2008	006585707		14 Jan 2009	006585707		GearWorks, Inc.	16 Jan 2018 - CTM Renewal - DEADLINE	Denmeayer Group		Registered (active)
U.S.	16 Jul 2007	77230111		5 May 2009	3614414		GearWorks, Inc.				Registered

GEARWORKS²

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	29 Apr 2008	006875521		23 Jan 2009	006875521		GearWorks, Inc.	29 Apr 2018 - CTM Renewal - DEADLINE	Denmeayer Group		Registered (active)
U.S.	10/29/2007	77315747		27 Jan 2009	3566579		GearWorks, Inc.				Registered

¹ Company intends to abandon this trademark.

² Company intends to abandon this trademark.