

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appspace, Inc.		08/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth IV, L.P.		
Street Address:	150 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4685311	APPSPACE	
Registration Number:	4685312	APPSPACE	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<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:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG4-APPSPACE		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg/		
DATE SIGNED:	08/04/2015		
Total Attachments: 3			
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OP \$65.00 4685311

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of August 3, 2015 ("Trademark Agreement"), is between Appspace, Inc., a Delaware corporation with its principal place of business at Heritage Square 1, 5005 LBJ Fwy, Suite 1100, Dallas TX 75244 ("Assignor") and Partners for Growth IV, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and


WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

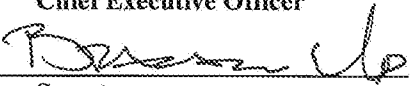
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Appspace, Inc.

By 
Chief Executive Officer

By 
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth IV, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Appspace, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By 
Name: Dan Lawson

Title: Manager, Partners for Growth IV, LLC
Its General Partner

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APPSPACE (Class 9)	Ser. No. 85/890,887 Reg. No. 4685311	March 29, 2013 Feb. 10, 2015
APPSPACE (Class 42)	Ser. No. 85/890,890 Reg. No. 4685312	March 29, 2013 Feb. 10, 2015

Mark	Country	Registration No.	International Class(es)	Original Registration Date	Effective Date of Assignment to AppSpace, Inc.
APPSPACE	EUROPE/CTM	8879819	35, 38, 42	August 10, 2010	January 25, 2013
APPSPACE	JAPAN	5411181	35, 38, 42	May 13, 2011	January 25, 2013
APPSPACE	CHINA	8076455	35	June 28, 2011	January 25, 2013**
APPSPACE	CHINA	8076456	38	April 7, 2011	January 25, 2013**
APPSPACE	CHINA	8076457	42	February 28, 2011	January 25, 2013**

**Recordal Pending