

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARSH INC.		08/24/2015	CORPORATION: NEW YORK
FVISIONS ACQUISITION CORP		08/24/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3650983	SMARSH	
Registration Number:	3615530	FINANCIAL VISIONS	
Registration Number:	3362179	VIRTUAL COMPLIANCE OFFICER	
Registration Number:	3359094	SMARSH	
Serial Number:	86660023	ADVISOR LAUNCHPAD	
Serial Number:	86659969	ADVISOR LAUNCHPAD	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 Middlefield Rd., #215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1-1147		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		

OP \$165.00 3650983

DATE SIGNED:	08/25/2015
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Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 24, 2015 (the "Agreement") between SMARSH INC., a New York corporation ("Smarsh"), FVISIONS ACQUISITION CORP, a Nevada corporation ("Fvisions") and WESTERN ALLIANCE BANK, an Arizona corporation, as successor in interest to Bridge Bank, National Association ("Lender").

Reference is made to that certain Intellectual Property Security Agreement between Smarsh and Bank dated as of April 15, 2014 and that certain Intellectual Property Security Agreement between Fvisions and Bank dated as of April 15, 2014 (together, the "Original IP Agreements"), which were entered into in connection with that certain Business Financing Agreement by and between Bank, Smarsh and Fvisions dated as of April 15, 2014 (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank, Smarsh and Fvisions are entering into an amendment and restatement of the Loan Agreement on even date herewith, and in connection therewith, desire to amend and restate the Original IP Agreements.

For good and valuable consideration, receipt of which is hereby acknowledged, each of Smarsh and Fvisions (also referred to herein as a "Grantor") hereby covenants and agrees as follows:

This Agreement hereby amends and restates, without novation the Original IP Agreements. To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or

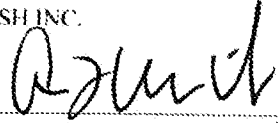
now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SMARSH INC.


By: 

Name: Allen Muhich

Title: CFO

LENDER:

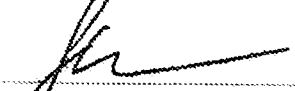
WESTERN ALLIANCE BANK

By: 

Name: Leanna Lynch

Title: Relationship Manager

EVISIONS ACQUISITION CORP.

By: 

Name: STEVE MARSH

Title: PRESIDENT

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

Address for Notices:

851 SW 6th Avenue, Suite 800
Portland, OR 97204
Attn: Allen Muhich, CFO

EXHIBIT A
COPYRIGHTS

<u>Owner:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date: (YR)</u>
Smarsh Inc.	Bloomberg Archiver	TX0007289530	2010
Smarsh Inc.	Bloomberg archiver	TXu001355722	2007
Smarsh Inc.	CD Batch Job	TX0007289539	2010
Smarsh Inc.	CD batch job	TXu001355721	2007
Smarsh Inc.	Custom CD batch job	TXu001355813	2007
Smarsh Inc.	Custom CD Job	TX0007289538	2010
Smarsh Inc.	Emailarchive	TXu001355723	2007
Smarsh Inc.	Email Archiver	TX0007289540	2010
Smarsh Inc.	Email Attachment Indexer	TX0007289564	2010
Smarsh Inc.	Email attachment indexer	TXu001355718	2007
Smarsh Inc.	Email parser	TXu001356893	2007
Smarsh Inc.	Email Prober	TX0007289558	2010
Smarsh Inc.	Emailprober	TXu001356894	2007
Smarsh Inc.	Email Report	TX0007289557	2010
Smarsh Inc.	Email report	TXu001355724	2007
Smarsh Inc.	Error Log Email Alert	TX0007289563	2010
Smarsh Inc.	Hosted Email List Report	TX0007289572	2010
Smarsh Inc.	IM Archiver	TX0007289547	2010
Smarsh Inc.	IM archiver	TXu001355720	2007
Smarsh Inc.	IM Archiver Custom	TX0007289544	2010
Smarsh Inc.	Omni Archiver	TX0007289543	2010
Smarsh Inc.	Selective Journaling	TX0007289546	2010
Smarsh Inc.	Selective Journaling	TXu001355719	2007
Smarsh Inc.	Smarsh.com Web Application	TX0007289553	2010
Smarsh Inc.	Smarsh.com web application	TX0006609225	2002
Smarsh Inc.	SmarshDLP	TX0007289573	2010
Smarsh Inc.	SmarshEncrypt Notifier	TX0007289550	2010
Smarsh Inc.	VCO Scanner	TX0007289555	2010
Smarsh Inc.	VCO scanner	TXu001354334	2007
Smarsh Inc.	Web Ticket Archiver	TX0007289568	2010
Smarsh Inc.	Web ticket email archiver	TXu001358164	2007

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Owner</u>	<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
SMARSH INC.	SMARSH	77640869	3650983	12/29/2008
SMARSH INC.	FINANCIAL VISIONS	77579121	3615530	09/25/2008
SMARSH INC.	VIRTUAL COMPLIANCE OFFICER	77191995	3362179	05/29/2007
SMARSH INC.	S SMARSH FINANCIAL TECHNOLOGY SOLUTIONS	77153294	3359095	04/10/2007 *
SMARSH INC.	SMARSH	77153283	3359094	04/10/2007
SMARSH INC.	S SMARSHCRM	77603926	3622965	10/30/2008 *
FVISIONS ACQUISITION CORP.	ADVISOR LAUNCHPAD	86660023		6/11/2015
FVISIONS ACQUISITION CORP.	ADVISOR LAUNCHPAD	86659969		6/11/2015

*Indicates trademark has been cancelled/abandoned.

