

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353031

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Redapt, Inc.		08/27/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	400 4th Street		
<b>Internal Address:</b>	OR1-110-01-15		
<b>City:</b>	Lake Oswego		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97034		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78888610	R REDAPT	
<b>Serial Number:</b>	78888642	R REDAPT	
<b>Serial Number:</b>	78888645	R REDAPT	
<b>Serial Number:</b>	85446013	REDAPT	
<b>Serial Number:</b>	85445950	REDAPT	
<b>Serial Number:</b>	85675801	REDAPT CLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2066227485		
<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>			
<b>Phone:</b>	206-777-7469		
<b>Email:</b>	ip@grahamdunn.com		
<b>Correspondent Name:</b>	Nicholas Drader		
<b>Address Line 1:</b>	2801 Alaskan Way, Suite 300		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98121		
<b>ATTORNEY DOCKET NUMBER:</b>	601428.0710		
<b>NAME OF SUBMITTER:</b>	Mary K. Hadley		

CH \$165.00 78888610

<b>SIGNATURE:</b>	/Mary K. Hadley/
<b>DATE SIGNED:</b>	08/27/2015
<b>Total Attachments: 4</b> source=Redapt to B of A - Security Agreement#page1.tif source=Redapt to B of A - Security Agreement#page2.tif source=Redapt to B of A - Security Agreement#page3.tif source=Redapt to B of A - Security Agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27<sup>th</sup> day of August, 2015, by REDAPT, INC., a Texas corporation, with an office at 12226 134th Court NE, Building D, Redmond, WA 98052 ("Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as Agent for certain lenders (together with its successors, "Agent").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lenders are willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof upon the condition, among others, that Grantor grants a security interest in the assets of Grantor as described in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of Agent, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Intellectual Property including those specified on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and any other Intellectual Property; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or other Intellectual Property or (ii) injury to the goodwill associated with any Trademark or any other Intellectual Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any Bank Product providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in any Trademark Collateral.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product provider to remain outstanding and that are not required by the provisions of the Loan Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.





[signature page(s) follow]

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

**REDAPT, INC.**

By: *David Carter*  
Title: *David Carter*

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Ref. No.	Mark	Status	App. Serial Number	Filing Date	Reg. Number	Date Registered	Class
258-232T-1	R REDAPT (stylized - no color claim) 	Registered	78/888,610	5/21/2006	3,442,791	6/3/2008	9
258-232T-2	R REDAPT (stylized - no color claim) 	Registered	78/888,642	5/21/2006	3,446,865	6/10/2008	37
258-232T-3	R REDAPT (stylized - no color claim) 	Registered	78/888,645	5/21/2006	3,442,792	6/3/2008	42
258-232T-5	REDAPT (word)	Registered	85/446,013	10/12/2011	4,154,083	6/5/2012	9
258-232T-6	REDAPT (word)	Registered	85/445,950	10/12/2011	4,154,080	6/5/2012	42
258-232T-7	REDAPT CLOUD (stylized - no color claim) 	Pending	85/675,801	7/12/2012	4,398,689	9/10/2013	42