

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355319

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vigilant Solutions, Inc.		09/16/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG UNION BANK, N.A.		
<b>Street Address:</b>	1980 Saturn Street, 1st Floor		
<b>Internal Address:</b>	Attention: Commercial Loan Operations		
<b>City:</b>	Monterey Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91755		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4780381	V VIGILANT SOLUTIONS	
<b>Registration Number:</b>	4521919	CAM SMARTZ	
<b>Registration Number:</b>	4528520	V	
<b>Registration Number:</b>	3620507	LEARN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>	858-638-6730		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 2:</b>	Attention: Susan Reynolds		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	319678-97		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>SIGNATURE:</b>	/s/ Troy Zander		
<b>DATE SIGNED:</b>	09/16/2015		

CH \$115.00 4780381

**Total Attachments: 7**

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of September 16, 2015 (as amended, modified, restated or supplemented from time to time, this “**Intellectual Property Security Agreement**”) is by and between Vigilant Solutions, Inc., a Delaware corporation (“**Grantor**”) and MUFG Union Bank, N.A. (“**Bank**”).

#### RECITALS

**WHEREAS**, a credit facility has been established in favor of VaaS International Holdings, Inc. (“**Borrower**”), pursuant to the terms of that certain Loan Agreement dated as of September 16, 2015 (as amended, modified, supplemented, restated or extended from time to time, the “**Loan Agreement**”) by and among Bank, Borrower, Grantor and the other parties thereto from time to time;

**WHEREAS**, Grantor expects to derive economic benefit from the credit facilities under the Loan Agreement, and has guaranteed all of Borrower’s obligations to Bank thereunder and under the other Loan Documents (as amended from time to time, the “**Guaranty**”);

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of September 16, 2015 (as amended, modified, supplemented, restated or extended from time to time, the “**Security Agreement**”), Grantor has granted to Bank, a continuing security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral;

**WHEREAS**, this Intellectual Property Security Agreement is required under the terms of the Loan Agreement; and

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Security Agreement and, to the extent not defined therein, the meanings provided in the Loan Agreement.

2. **Grant of Security Interest.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, Grantor hereby grants to Bank, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in, to and under all Intellectual Property of Grantor, whether now owned or existing or owned, acquired, or arising hereafter (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 1, 2 and 3 hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

3. **Rights and Remedies.** This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement and the other Collateral Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Guaranty and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the

rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Bank, of any or all other rights, powers or remedies.

4. Registered Intellectual Property. Grantor represents and warrants that Schedules 1, 2 and 3 attached hereto set forth any and all Intellectual Property in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. Counterparts. This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2021 Las Positas Court, Suite 101  
Livermore, CA 94551  
Attn: Chief Financial Officer  
Facsimile No.: 925-398-2113

Address of Bank:

MUFG Union Bank, N.A.  
Attn: Commercial Loan Operations  
1980 Saturn St., 1st Floor, V01-120  
Monterey Park, CA 91755  
Facsimile No.: (800) 892-4857


with a copy to:

MUFG Union Bank, N.A.  
Northern California Commercial Banking Group  
99 Almaden Boulevard, Suite 200  
San Jose, California 95113  
Attention: David Schlager  
Facsimile: (408) 280-7163

GRANTOR:

VIGILANT SOLUTIONS, INC.

By:

  
Shawn Smith, President

BANK:

MUFG UNION BANK, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2021 Las Positas Court, Suite 101  
Livermore, CA 94551  
Attn: Chief Financial Officer  
Facsimile No.:

VIGILANT SOLUTIONS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

MUFG Union Bank, N.A.  
Attn: Commercial Loan Operations  
1980 Saturn St., 1st Floor, V01-120  
Monterey Park, CA 91755  
Facsimile No.: (800) 892-4857

BANK:

MUFG UNION BANK, N.A.

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: **J. William Bloore**  
**Managing Director**

with a copy to:

MUFG Union Bank, N.A.  
Northern California Commercial Banking Group  
99 Almaden Boulevard, Suite 200  
San Jose, California 95113  
Attention: David Schlager  
Facsimile: (408) 280-7163

SCHEDULE 1

Copyrights

Description

Registration  
Number

Registration Date

None.

SCHEDULE 2

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None.		



SCHEDULE 3

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
V VIGILANT SOLUTIONS (design plus words, letters, and/or numbers)	Reg. No. 4780381	07-28-15
CAM SMARTZ (design plus words, letters, and/or numbers)	Reg. No. 4521919	04-29-14
V (design plus words, letters, and/or numbers)	Reg. No. 4528520	05-13-14
LEARN (standard character mark)	Reg. No. 3620507	05-12-09