

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGNIANT INC.		09/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 WEST SIXTH STREET, SUITE 2230		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2698270	SIGNIANT	
Registration Number:	4297918	MEDIA SHUTTLE	
Serial Number:	86500920	SIGNIANT FLIGHT	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0040		
NAME OF SUBMITTER:	Nam H. Huynh		
SIGNATURE:	/Nam H. Huynh/		
DATE SIGNED:	09/25/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 10, 2015 by and between SIGNIANT INC., a Delaware corporation ("**Borrower**"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This 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.

[Signature pages follow.]

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

Address of Borrower:

91 Hartwell Avenue, 2nd Floor
Lexington, Massachusetts 02421

BORROWER:

SIGNIANT INC.,
a Delaware corporation

By: 

Name: Adam Feinzig

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005630 FRAME: 0502

Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

**ESCALATE CAPITAL PARTNERS SBIC III,
LP, a Delaware limited partnership**

By: Escalate SBIC Capital Management III, LLC,
its general partner

By: 

Name: Ross Cockrell

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005630 FRAME: 0503

SCHEDULE A
Copyrights

None.

SCHEDULE B
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
“Data Transfer System and Method with Secure Mapping of Local System Access Rights to Global Identities.”	Registration #: 7,152,108	December 19, 2006
“Method and Apparatus for Notification of Data Transfer.”	Registration #: 7,343,301	March 11, 2008
“System and Method for Transferring Data in High Latency Firewalled Networks.”	Registration #: 7,526,557	April 28, 2009
“System and Method for Transferring Data in High Latency Firewalled Networks.”	Registration #: 8,667,145	March 4, 2014
“System and Method for Secure Cloud-based Media File Sharing.”	Registration #: 8,930,475	January 6, 2015
“System and Method for Load Balancing Cloud-based Accelerated Transfer Servers.”	Registration #: 9,032,081	May 12, 2015
“System and Method for Sending and/or Receiving Digital Content Based on a Delivery Specification.”	Application #: 13/561,461	July 30, 2012

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
“Signiant”	US Registration #: 2698270, Classes 38 and 42	March 18, 2003
“Signiant”	Community Trademark Registration #: 011381548, Classes 9 and 42	April 29, 2013
“Media Shuttle”	US Registration #: 4297918, Classes 9 and 42	March 5, 2013
“Media Shuttle”	Community Trademark Registration #: 011312477	April 1, 2013
“Signiant”	Canadian Registration No. TMA585261	July 15, 2003
“Signiant Flight”	US Application Serial #: 86500920, Classes 9 and 42	January 12, 2015
“Signiant Flight”	Community Trademark Application No. 014351902	July 12, 2015