

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357301

| | | | |
|---|------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LOGICNOW LIMITED | | 09/16/2015 | CORPORATION: SCOTLAND |
| RECEIVING PARTY DATA | | | |
| Name: | SQUARE 1 BANK | | |
| Street Address: | 406 BLACKWELL STREET | | |
| Internal Address: | SUITE 240 | | |
| City: | DURHAM | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27701 | | |
| Entity Type: | CORPORATION: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86316146 | LOGICNOW | |
| Serial Number: | 86381509 | MAXFOCUS | |
| Serial Number: | 86381526 | CONTROLNOW | |
| Serial Number: | 86398535 | MAXFOCUS | |
| Serial Number: | 86398554 | CONTROLNOW | |
| Serial Number: | 86398569 | LOGICNOW | |
| Serial Number: | 85970982 | FIXIT SCRIPTS | |
| Serial Number: | 86063557 | | |
| Serial Number: | 86083237 | APPCOMMAND | |
| Serial Number: | 86203813 | IASO | |
| Serial Number: | 86063576 | IASO | |
| Serial Number: | 86638240 | MAX BACKUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9193541278 | | |
| <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: | 919-314-3086 | | |
| Email: | loandocsdept@square1bank.com | | |

CH \$315.00 86316146

Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER: LEE CONNER

SIGNATURE: /LEECONNER-CCD/

DATE SIGNED: 10/02/2015

Total Attachments: 9

source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page1.tif
source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page2.tif
source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page3.tif
source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page4.tif
source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page5.tif
source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page6.tif
source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page7.tif
source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page8.tif
source=LogicNow Limited - Intellectual Property Security Agreement 9-16-2015#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 16, 2015 by and between **SQUARE 1 BANK** ("**Bank**") and **LOGICNOW LIMITED**, a company incorporated and registered in Scotland (fka GFI Max Limited and fka Hounddog Technology Limited) ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a 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.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with an Intellectual Property Office. For purposes hereof, "Intellectual Property Office" means any office, register or other place (whether in the United States, the United Kingdom or otherwise) where applications, registrations or the like are filed with respect to Intellectual Property for the purpose of establishing or protecting rights in such Intellectual Property, including without limitation the United States Copyright Office, the United States Patent and Trademark Office, the United Kingdom Intellectual Property Office, The Office for Harmonization in the Internal Market (Trade Marks and Designs), and the like.

SIGNATURE PAGE FOLLOWS

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:

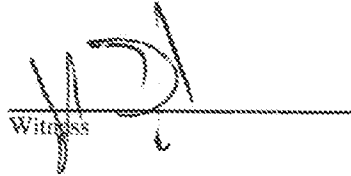
SUBSCRIBED for and on behalf of
LOGICNOW LIMITED (fka GFI Max
Limited and fka Hounddog Technology
Limited)
at Boston
on September 16, 2015
by


Director

Walker Scott
Print Full Name

before this witness

John Pagliuca
Print Full Name


Witness

Address
Suite 11 & 12, The Vision Building
Greenmarket
Dundee
DD1 4QB
United Kingdom

Bank:

Square 1 Bank

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature page-Intellectual Property Security Agreement (Borrower)]

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:

SUBSCRIBED for and on behalf of
LOGICNOW LIMITED (fka GPI Max
Limited and fka Hounddog Technology
Limited)
at Boston
on September ____, 2015
by

.....
Director

Walter Scott
.....
Print Full Name

before this witness

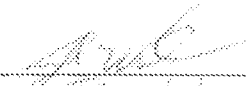
.....
Witness

John Pagliuca
.....
Print Full Name

Address
Suite 11 & 12, The Vision Building
Greenmarket
Dundee
DD1 4QB
United Kingdom

Bank:

Square 1 Bank

By 
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

(Signature page-Intellectual Property Security Agreement (Borrower))

EXHIBIT A
COPYRIGHTS

| Description | Registration Number | Registration Date |
|--------------------|--------------------------------|------------------------------|
| None. | | |

EXHIBIT B

PATENTS

| Description | Application OR Patent Number | Application OR Filing Date |
|--|---|---------------------------------------|
| Wireless Communication Management System and Method | 13/863,468 9,036,471 | April 16, 2013 May 19, 2015 |
| Multi-Mode wireless networking system and method | 13/890,380 | May 9, 2013 |
| Network Activity Association System and Method | US- 13/923,786, PCT/US14/43094 | June 21, 2013 |
| High Efficiency Network Monitoring System and Methods | 13/955,484 | July 31, 2013 |
| System for Mapping an Indoor Space Using Wireless Network and Method | US - 14/070,119 PCT – 14/63318 | Nov 1, 2013 |

EXHIBIT C
TRADEMARKS

| Description | Jurisdiction | Registration/ Application Number | Registration/ Application Date |
|--------------------|---------------------|---|---|
| HoundDog | UK | 78796706 | 1/23/2006 |
| LOGICNOW | USA | 86316146 | 6/20/2014 |
| MAXFOCUS | USA | 86381509 | 8/29/2014 |
| CONTROLNOW | USA | 86381526 | 9/26/2014 |
| MAXFOCUS | USA | 86/398,535 | 9/18/2014 |
| CONTROLNOW | USA | 86/398,554 | 9/18/2014 |
| LOGICNOW | USA | 86/398,569 | 9/18/2014 |
| LOGICNOW | CANADA | 1683051 | 06/27/2014 |
| MAXFOCUS | CANADA | 1695587 | 09/26/2014 |
| CONTROLNOW | CANADA | 1695588 | 09/26/2014 |
| MAXFOCUS (LOGO) | CANADA | 1695589 | 09/26/2014 |
| CONTROLNOW (LOGO) | CANADA | 1695591 | 09/26/2014 |
| LOGICNOW (LOGO) | CANADA | 1695590 | 09/26/2014 |
| LOGICNOW (LOGO) | USA | 86/398,569 | 09/18/2014 |
| CONTROLNOW (LOGO) | USA | 86/398,554 | 09/18/2014 |
| MAXFOCUS (LOGO) | USA | 86/398,535 | 09/18/2014 |
| CONTROLNOW | USA | 86381526 | 08/29/2014 |
| MAXFOCUS | USA | 86381509 | 08/29/2014 |
| CONTROLNOW (logo) | AUSTRALIA | 1648046 | 09/19/2014 |
| CONTROLNOW | AUSTRALIA | 1648044 | 09/19/2014 |

| Description | Jurisdiction | Registration/ Application Number | Registration/ Application Date |
|--|---------------------|---|---|
| LOGICNOW | AUSTRALIA | 1648048 | 09/19/2014 |
| LOGICNOW (LOGO) | AUSTRALIA | 1648047 | 09/19/2014 |
| MAXFOCUS | AUSTRALIA | 1648043 | 09/19/2014 |
| MAXFOCUS (LOGO) | AUSTRALIA | 1648045 | 09/19/2014 |
| LOGICNOW | UK | UK00002363844 | 03/18/2005 |
| LOGICNOW | USA | 86316146 | 06/20/14 |
| FORMERLY LOGIC IP LTD. TRADEMARKS | | | |
| FIXIT SCRIPTS | USA | 85/970,982 | 03/10/2015 |
| Owl Logo | USA | 86/063,557 | 9/13/13 (DEAD) |
| AppCommand | USA | 86/083,237 | 10/4/13 (DEAD) |
| IASO logo | USA | 86203813 | 04/14/2015 |
| IASO | USA | 86063576 | 08/19/2014 |
| MAX BACKUP | USA | 86638240 | 05/21/2015 |
| LOGICNOW | CTM | 12947107 | 02/18/15 |
| Wise Logo | CTM | 012035432 | 03/03/14 |
| MAXFOCUS | CTM | 013223946 | 05/28/15 |
| MAXFOCUS (design) | CTM | 013417472 | 05/28/15 |
| LOGICNOW (logo) | CTM | 013206693 | 05/28/15 |
| APPCOMMAND | CANADA | 1669304 | 03/21/2014 |
| IASO (LOGO) | CANADA | 1666794 | 03/06/2014 |
| IASO | CANADA | 1666242 | 03/03/2014 |
| MAX BACKUP | CANADA | 1733774 | 06/19/2015 |

| Description | Jurisdiction | Registration/ Application Number | Registration/ Application Date |
|--------------------|---------------------|---|---|
| IASO | AUSTRALIA | 1608141 | 02/26/2014 |
| OWL (LOGO) | AUSTRALIA | 1608142 | 02/26/2014 |
| APPCOMMAND | AUSTRALIA | 1611660 | 03/17/2014 |
| IASO (LOGO) | AUSTRALIA | 1614091 | 03/27/2014 |