

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DNN CORP.	FORMERLY DOTNETNUKE CORPORATION	10/28/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MONTAGE CAPITAL II, L.P.
Street Address:	900 East Hamilton Ave., Suite 100
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	PARTNERS FOR GROWTH IV, L.P.
Street Address:	150 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3206060	DOTNETNUKE
Registration Number:	3601335	DNN
Registration Number:	3579091	DOTNETNUKE
Registration Number:	4199695	DOTNETNUKE WORLD
Registration Number:	4534516	EVOQ

CORRESPONDENCE DATA

Fax Number: 6506440520

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.

Phone: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

OP \$140.00 3206060

Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 3-1034

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 10/29/2015

Total Attachments: 7

source=DNN Corp - IPSA#page1.tif

source=DNN Corp - IPSA#page2.tif

source=DNN Corp - IPSA#page3.tif

source=DNN Corp - IPSA#page4.tif

source=DNN Corp - IPSA#page5.tif

source=DNN Corp - IPSA#page6.tif

source=DNN Corp - IPSA#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 28 2015 by and between DNN CORP., a Delaware corporation formerly known as Dotnetnuke Corporation (“Borrower”) and MONTAGE CAPITAL II, L.P., a Delaware limited partnership and PARTNERS FOR GROWTH IV, L.P., a Delaware limited partnership (together, “Lenders”).

RECITALS

Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lenders and Borrower dated of even date herewith (as amended 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 Lenders 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 Transaction Document, Borrower grants to Lenders 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 but excluding any intent-to-use trademarks prior to the first use thereof) 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, 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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[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.

BORROWER:

Address of Borrower:

155 Bover Road, Suite 201
San Mateo, CA 94402
Attn: Navin Nagiah, CEO
Fax: _____
Email: _____

DNN Corp.



By: _____
Name: NAVIN V NAGIAH
Title: CEO

LENDERS:

Address:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

Montage Capital II, L.P.

By: _____
Name: _____
Title: _____

Address:

150 Pacific Avenue
San Francisco, CA 94111
Attn: Jason Georgatos

Partners for Growth IV, L.P.

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.

BORROWER:

Address of Borrower:

155 Bovet Road, Suite 201
San Mateo, CA 94402
Attn: Navin Nagiah, CEO
Fax: _____
Email: _____

DNN Corp.


By: _____
Name: _____
Title: _____

LENDERS:

Address:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

Montage Capital II, L.P.

By:  _____
Name: Eric Gonzales
Title: Managing Director

Address:

150 Pacific Avenue
San Francisco, CA 94111
Attn: Jason Georgatos

Partners for Growth IV, L.P.

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.

BORROWER:

Address of Borrower:

155 Bovet Road, Suite 201
San Mateo, CA 94402
Attn: Navin Nagiah, CEO
Fax: _____
Email: _____

DNN Corp.

By: _____
Name: _____
Title: _____

LENDERS:

Address:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales


Montage Capital II, L.P.

By: _____
Name: _____
Title: _____

Address:

150 Pacific Avenue
San Francisco, CA 94111
Attn: Jason Georgatos

Partners for Growth IV, L.P.

By:  _____
Name: Jason Georgatos
Title: Manager, Partners for Growth IV, LLC
Its General Partner

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
DOTNETNUKE	78855756	3206060	4/6/06
DNN	77431300	3601335	4/7/09
DOTNETNUKE	77431323	3579091	3/25/08
DOTNETNUKE WORLD	85340293	4199695	6/7/11
EVOQ	85846916	4534516	2/11/13
D	86017166		07/23/2013 *

* indicates abandoned/dead/cancelled trademarks