

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362669

<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>
Bancroft Woods LLC		11/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
Workplacedynamics LLC		11/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Penn Liberty Bank		
<b>Street Address:</b>	724 West Lancaster Avenue		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4489397	ORGHEALTH	
<b>Registration Number:</b>	4499043	ORGHEALTH	
<b>Registration Number:</b>	4054224	WORKPLACEDYNAMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6106474985		
<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>	6106474901		
<b>Email:</b>	jlindros@toscanilindros.com		
<b>Correspondent Name:</b>	John E Lindros		
<b>Address Line 1:</b>	899 Cassatt Road Suite 320		
<b>Address Line 4:</b>	Berwyn, PENNSYLVANIA 19312		
<b>ATTORNEY DOCKET NUMBER:</b>	00340-045		
<b>NAME OF SUBMITTER:</b>	John E. Lindros		
<b>SIGNATURE:</b>	/John E Lindros/		
<b>DATE SIGNED:</b>	11/17/2015		
<b>Total Attachments: 4</b>			

OP \$90.00 4489397

source=Bancroft Woods Workplace Dynamics executed Intellectual Property Security Agreement 17 Nov 2015#page1.tif

source=Bancroft Woods Workplace Dynamics executed Intellectual Property Security Agreement 17 Nov 2015#page2.tif

source=Bancroft Woods Workplace Dynamics executed Intellectual Property Security Agreement 17 Nov 2015#page3.tif

source=Bancroft Woods Workplace Dynamics executed Intellectual Property Security Agreement 17 Nov 2015#page4.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into

as of November 17, 2015,

and is by and between

**PENN LIBERTY BANK** (the "Secured Party")

and

**BANCROFT WOODS, LLC**, a Delaware Limited Liability Company and  
**WORKPLACEDYNAMICS, LLC**, a Delaware Limited Liability Company,

(collectively and separately referred to herein as "Grantor") jointly and severally.

**WHEREAS**

A. Pursuant to the Business Loan Agreement ("the Business Loan Agreement") of the Parties of this date and the related Security Agreement (the "Security Agreement"), and the Promissory Note or Notes issued thereunder (as amended, restated, supplemented or otherwise modified from time to time, the "Note" or "Notes"), between the Grantor and the Secured Party, the Secured Party will extend credit to the Grantor from time to time as described in the Business Loan Agreement. Terms used herein are used as defined in the Business Loan Agreement and Security Agreement, between the Grantor and the Secured Party unless otherwise noted. To secure its obligations under the Notes and any other Related Documents, the Grantor desires to grant to the Secured Party, a security interest in certain copyrights, trademarks, patents and patent applications.

B. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in all of the 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 Notes, the Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Note, the Grantor grants and pledges to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under its Intellectual Property Collateral, including without limitation those copyrights, patents and patent applications, and trademarks listed on Exhibit A 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.


This security interest is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the Notes and other Related Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement, the other Related Documents or the Notes, 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Notes or other Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person of any or all other rights, powers or remedies. This Intellectual Property Security Agreement shall constitute a Related Document as defined under the Business Loan Agreement and Security Agreement.

**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: BANCROFT WOODS, LLC**

By:  (Seal)  
**DOUGLAS J. CLAFFEY**  
Chief Executive Officer

**Grantor: WORKPLACEDYNAMICS, LLC**

By:  (Seal)  
**DOUGLAS J. CLAFFEY**  
Chief Executive Officer

**SECURED PARTY:**

**PENN LIBERTY BANK**

By:  (Seal)  
**BRYAN E. FORCINO**  
Senior Vice President

**EXHIBIT A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** between **BANCROFT WOODS, LLC**, a Delaware Limited Liability Company and **WORKPLACEDYNAMICS, LLC**, a Delaware Limited Liability Company, (collectively and separately referred to herein as "Grantor") jointly and severally, and intending to be legally bound, and **PENN LIBERTY BANK** ("Secured Party")

**PATENTS, INCLUDING PENDING PATENTS**

description	Patent title	Docket #	Type	Status	Filing date	Expiration	Issue Date	Application number
ragStar scale	Display Screen or Portion Thereof with Rating Scale Graphical User Interface	WPD-001-US-DES	Design patent	Pending	11/4/2014	n/a		29/508,245
ragStar scale (B/W)	DISPLAY SCREEN OR PORTION THEREOF WITH RATING SCALE GRAPHICAL USER INTERFACE	WPD-002-US-DES	Design patent	Pending	11/4/2014	n/a		29/508,250
ragStar web & native mobile app functionality, including Contact Me	Survey System and Method	WPD-001-P	Provisional		11/4/2014	11/4/2015		62/075,097
Contact Me in detail	System for Employee-Leader Communication	WPD-001-P2	Provisional		8/27/2015	11/4/2015		62/210,493
One-word culture	Unstructured response information extraction	WPD-003-P	Provisional		7/30/2015	7/29/2016		62/198,811
Confidentiality	CONFIDENTIALITY PROTECTION FOR SURVEY RESPONDENTS	WPD-001-US1	Utility Patent	Pending	11/4/2015			14931985
Close-the-Loop (Contact	MANAGER-EMPLOYEE	WPD-001-	Utility Patent	Pending	11/4/2015			14931999

Me)	COMMUNICATION	US2						
logit-based organization of ordinal scale responses		WPD-001-US3	Utility Patent	Pending	11/4/2015			14932017

**REGISTERED TRADEMARKS**

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	<u>85776560</u>	<u>4489397</u>	<u>ORGHEALTH</u>	<u>TSDR</u>	<u>LIVE</u>
2	<u>85764909</u>	<u>4499043</u>	<u>ORGHEALTH</u>	<u>TSDR</u>	<u>LIVE</u>
3	<u>85008509</u>	<u>4054224</u>	<u>WORKPLACEDYNAMICS</u>	<u>TSDR</u>	<u>LIVE</u>