

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLCONNECT, INC.		12/04/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 South Almaden Blvd.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86638202	ALLCONNECT	
Serial Number:	86638172	ALLCONNECT	
Serial Number:	85925963	CONCERT	
Registration Number:	3234596	ALLCONNECT	
Registration Number:	2220770	ALLCONNECT	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 Middlefield Rd., #215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	20-1005		
NAME OF SUBMITTER:	PATTY CHENG		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	12/14/2015		
Total Attachments: 6			

OP \$140.00 86638202

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 4, 2015 by and between **ALLCONNECT, INC.**, a Delaware corporation (“**Grantor**”) and **HERITAGE BANK OF COMMERCE**, a California corporation (“**Bank**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the “**Loan Agreement**”) dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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 to this Agreement 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 thereof.


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

Address of Grantor:

980 Hammond Dr., Suite 1000
Atlanta, Georgia 30328
Attn: Michael Picchi, EVP-CFO

ALLCONNECT, INC.

By: 
Print Name: MICHAEL PICCHI
Title: EVP-CFO & SECRETARY

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408)947-6910
Attn: Karla Schrader

HERITAGE BANK OF COMMERCE

By: _____
Print Name: _____
Title: _____

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

Address of Grantor:

ALLCONNECT, INC.

980 Hammond Dr., Suite 1000
Atlanta, Georgia 30328
Attn: Michael Picchi, EVP-CFO

By: _____

Print Name: _____

Title: _____

Address of Bank:

HERITAGE BANK OF COMMERCE

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408)947-6910
Attn: Karla Schrader

By: Karla Schrader

Print Name: KARLA SCHRADER

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Serial/ Patent Number	Application/ Issue Date
Systems and methods for identifying third party products and services available at a geographic location	8,433,617	April 30, 2013
Systems and methods for recommending third party products and services	8,346,624	January 1, 2013
Systems and methods for managing and/or recommending third party products and services provided to a user	14/087932	November 22, 2013
Systems and methods for recommending third party products and services	13/691324	November 30, 2012
Systems and methods for recommending third party products and services	13/691330	November 30, 2012
Systems and methods for recommending third party products and services	13/691315	November 30, 2012
Systems and methods for managing and/or recommending third party products and services provided to a user	12/779710	May 13, 2010
Systems and methods for recommending third party products and services	14/639350	March 5, 2015

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ALLCONNECT	86638202	May 21, 2015
ALLCONNECT	86638172	May 21, 2015
CONCERT	85925963	May 8, 2013
HOMEFORCE SECURITY	85077339*	July 2, 2010
HOMEFORCE	85077333*	July 2, 2010
MOVEGURU	85576497*	March 22, 2012
GETTING YOU PLUGGED IN	3235014*	April 24, 2007
ALLCONNECT	3234596	April 24, 2007
HOME ENERGY SAVINGS	77915570*	January 20, 2010
ALLGREENCONNECT	77813833*	August 27, 2009
GREENCONNECT	77813826*	August 27, 2009
BUNDLE AND SAVE	77692773*	March 17, 2009
BUNDLE AND SAVE TO MAKE CUSTOMERS STAY	77692750*	March 17, 2009
BUNDLE AND SAVE WITH THE CHOICES YOU WANT	77692727*	March 17, 2009
HOME SERVICES ADVISOR	77692695*	March 17, 2009
A	2632701*	July 7, 2000
ALLCONNECT	2220770	January 26, 1999

* indicates dead/cancelled/abandoned trademark