

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTOPIA GLOBAL, INC.	FORMERLY Utopia, Inc.	12/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 ALMADEN BLVD.		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4252635	EDLM	
Registration Number:	3290985	UTOPIA PERFECTLY POSSIBLE	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	WAB-UTOPIA (TMS)		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb1068/		
DATE SIGNED:	12/16/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 2, 2015, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and UTOPIA GLOBAL, INC. ("Grantor") is made with reference to the Business Financing Agreement, dated as of December 2, 2015 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the registered Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the registered Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the registered Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

UTOPIA GLOBAL, INC.

By: Narinderjit Singh

Name: Narinderjit Singh

Title: Chief Operating Officer

Address for Notices:

Attn:
495 Washington Blvd., Suite 203
Mundelein, IL 60060
Fax:

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Elisa Sun
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

UTOPIA GLOBAL, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:
405 Washington Blvd., Suite 203
Mundelein, IL 60060
Fax:

LENDER:

WESTERN ALLIANCE BANK

By: Elisa Sun

Name: Elisa Sun

Title: Vice President

Address for Notices:

Attn: Elisa Sun
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist X

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre -registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist ____

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Notes:</u>	<u>Filing Date:</u>
EDLM	85441548	4252635	Owned by Utopia, Inc.	10/07/2011
UTOPIA PERFECTLY POSSIBLE	78944025	3290985	Owned by Utopia, Inc.	08/03/2006

EXHIBIT C

PATENTS

Please Check if No Patents Exist ____

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
uEQUIP™ for MDG -Utopia Equipment Master for Master Data Governance		62018987	provisional	06-30-2014
uMROBOM for MDG-Utopia MRO Bill of Materials for Master Data Governance				
uFLOC™ for MDG- Utopia Functional Location Master for Master Data Governance				
uMNTPLN™ for MDG-Utopia Maintenance Plans for Master Data Governance				
uWRKCTR™ for MDG (Utopia Work Center [Master] for Master Data Governance)				
uTSKLST™ for MDG -Utopia Task List for Master Data Governance				
uMSRPTS™ fo MDG- Utopia Measuring Points for Master Data Governance				
uWARR™ for MDG- Utopia Warranty for Master Data Governance				
uEQUIPBOM™ for MDG-Utopia Equipment Bill of Material for Master Data Governance				
uPRT™ for MDG- Utopia Production Resources/Tolls for Master Data Governance				
uFLOCBOM™ for MDG- Utopia Functional Location Bill of Material for Master Data Governance				
uOBJLNK™ for MDG- Utopia Object Link for Master Data Governance				
uCATPF™ for MDG-Utopia Catalog Profile for Master Data Governance				
uEQUIP™ for MDG -Utopia Equipment Master for Master Data Governance				