

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3PILLAR GLOBAL, INC.		12/24/2015	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	8020 Towers Crescent Drive, Suite 475		
City:	Tysons Corner		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4406320	DISCIPLINED INNOVATION	
Registration Number:	3690387	POINTABOUT	
Registration Number:	4070180	THREE PILLAR GLOBAL INC.	
Registration Number:	4070183		
Registration Number:	4516688	ADAPTIVE PLM	
Registration Number:	4543654	PURPOSEFUL ENGINEERING	
Registration Number:	4537167	I3P EXTENDER	
Registration Number:	4537166	I3P ACCELERATE	
Registration Number:	4533295	I3P INNOVATE	
Registration Number:	4533294	I3P PROTOTYPE	
Registration Number:	4537165	I3P QUICKSTART	
Registration Number:	4533239	I3P	
Registration Number:	4420940		
Registration Number:	4509062	3PILLAR GLOBAL	
Registration Number:	4453683	3 PILLAR GLOBAL	
Registration Number:	4799259	NAVIGATE	
Registration Number:	4799258	ELEVATE	
Registration Number:	4799257	ACCELERATE	
Registration Number:	4799256	INNOVATE	

OP \$515.00 4406320

Property Type	Number	Word Mark
Registration Number:	4799255	3PILLAR

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 2023704750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F160389
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	12/28/2015

Total Attachments: 9

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**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amended and Restated Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of December 24, 2015, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 8020 Towers Crescent Drive, Suite 475, Tysons Corner, Virginia 22182 (“**Bank**”) and **3PILLAR GLOBAL, INC.**, a Virginia corporation, with its principal place of business located at 3975 Fair Ridge Drive, Suite 200, South Fairfax, Virginia 22033 (“**Grantor**”). This Agreement amends and restates in its entirety the terms and conditions of that certain Amended and Restated Intellectual Property Security Agreement dated as of October 28, 2013, between Grantor and Bank (collectively, the “**Prior Agreement**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and 3Pillar Holdings, LLC, dated as of 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

4. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

6. Prior Agreement. Grantor and Bank hereby agree that, effective upon the execution and delivery of this Agreement by each such party, the terms and provisions of the Prior Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations of Borrower outstanding under the Prior Agreement or instruments securing the same, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Borrower from any of the obligations or any liabilities under the Prior Agreement. Borrower hereby confirms and agrees that to the extent that the Prior Agreement purports to assign or pledge to the Bank, or to grant to the Bank a security interest in or lien on, any collateral as security for the Obligations, such pledge, assignment or grant of the security interest or lien is hereby ratified and confirmed in all respects and shall remain effective as of the first date it became effective.

7. Loan Documents. 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 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Second Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

3PILLAR GLOBAL, INC.

By: *Maria Chyneta*

Title: *CEO*

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Second Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

3PILLAR GLOBAL, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

N/A

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Disciplined Innovation	Reg N. 4406320	September 24, 2013
POINTABOUT	Reg N. 3690387	September 29, 2009
THREE PILLAR GLOBAL INC.	Reg N. 4070180	December 13, 2011
	Reg N. 4070183	December 13, 2011
ADAPTIVE PLM	Reg N. 4516688	April 15, 2014
PURPOSEFUL ENGINEERING	Reg N. 4543654	June 3, 2014
I3P EXTENDER	Reg N. 4537167	May 27, 2014
I3P ACCELERATE	Reg N. 4537166	May 27, 2014
I3P INNOVATE	Reg N. 4533295	May 20, 2014
I3P PROTOTYPE	Reg N. 4533294	May 20, 2014
I3P QUICKSTART	Reg N. 4537165	May 27, 2014
I3P	Reg N. 4533239	May 20, 2014
	Reg N. 4420940	October 22, 2013
3PILLAR GLOBAL	Reg N. 4509062	April 8, 2014
3 PILLAR GLOBAL	Reg N. 4453683	December 24, 2013
NAVIGATE	Reg N. 4799259	Application Date: January 14, 2015
ELEVATE	Reg N. 4799258	Application Date: January 14, 2015
ACCELERATE	Reg N. 4799257	Application Date: January 14, 2015
INNOVATE	Reg N. 4799256	Application Date: January 14, 2015
3PILLAR	Reg N. 4799255	Application Date: January 14, 2015

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

N/A

N/A