

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thinkvine Corporation		12/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JobsOhio		
Street Address:	41 S. High Street		
Internal Address:	Suite 1500		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Nonprofit corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3044451	THINKVINE	
Registration Number:	3674244	THE EMERGING MARKETPLACE	
Registration Number:	4461445	SMARTPLAN	
Registration Number:	4541867	SMARTMIX	
Registration Number:	4720707	SMARTROI	
Serial Number:	85894063	SMARTSPEND	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	astimac@kmklaw.com		
Correspondent Name:	Alison J. Stimac		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	JO0500F10012		
NAME OF SUBMITTER:	Alison J. Stimac		
SIGNATURE:	/Alison J. Stimac/		

OP \$165.00 3044451

DATE SIGNED:	01/04/2016
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), effective as of December 30, 2015, is made by THINKVINE CORPORATION, a Delaware corporation (the “Grantor”), in favor of JobsOhio, an Ohio nonprofit corporation (“JobsOhio”).

Background Information

As a condition precedent to the making of a loan by JobsOhio under that certain Loan Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”) between the Grantor and JobsOhio, the Grantor has executed and delivered to JobsOhio that certain Security Agreement of even date herewith, made by and among the Grantor and JobsOhio (the “Security Agreement”); and

Under the terms of the Security Agreement, the Grantor has granted to JobsOhio a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with JobsOhio as follows:

Section 1. Grant of Security. The Grantor hereby pledges and grants to JobsOhio, for the benefit of JobsOhio, a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation. The 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 IP Security Agreement upon request by JobsOhio.

Section 3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of JobsOhio with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Governing Law. This IP Security 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 IP Security 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 State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

THINKVINE CORPORATION

By: David G. Stouffer

Name: David G. Stouffer

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

JOBSOHIO

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

THINKVINE CORPORATION

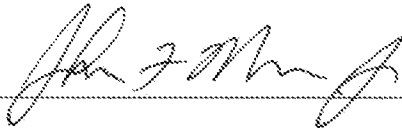
By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

JOBSOHIO

By:  _____

Name: JOHN F. MINOR JR.

Title: PRES. & CHIEF INVESTMENT OFFICER

SCHEDULES

Schedule 1 – Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
AGENT GENERATION FOR AGENT-BASED MODELING SYSTEMS	U.S. Patent No. 9,070,135	June 30, 2015
AGENT AWARENESS MODELING FOR AGENT-BASED MODELING SYSTEMS	13/667,217	November 2, 2012

Schedule 2 – Trademarks

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
THINKVINE	3044451	January 17, 2006
THE EMERGING MARKETPLACE	3674244	August 25, 2009
SMARTPLAN	4461445	January 7, 2014
SMARTMIX	4451867	June 3, 2014
SMARTROI	4720707	April 14, 2015
SMARTSPEND	85/894063	April 3, 2013

Schedule 3 – Copyright Registrations and Applications

Copyrights: No registered copyrights.