

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCELERIZE INC.	FORMERLY Accelerize New Media, Inc.	03/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL II, LLC		
Street Address:	812 Anacapa Street, Suite A		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4225522		
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:	4-1026		
NAME OF SUBMITTER:	PATTY CHENG		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	03/11/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 11, 2016 by and between **ACCELERIZE INC.**, a Delaware corporation ("**Grantor**"), formerly known as Accelerize New Media, Inc., and **AGILITY CAPITAL II, LLC**, a California limited liability company ("**Lender**").

RECITALS

Lender 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 Agreement by and between Lender and Grantor (as amended from time to time, the "**Loan Agreement**") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender 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 one instrument. In the event that any signature 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 hereof.

[SIGNATURE PAGE FOLLOWS]

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:

ACCELERIZE INC.

20411 SW Birch Street, Suite 250
Newport Beach, CA 92660

By: 

Name: Brian Case

Title: CEO

Address of Lender:

AGILITY CAPITAL II, LLC

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

By: 

Name: JEFFREY CARNODY

Title: MANAGING PARTNER

EXHIBIT A

Copyrights

If None, check this box:

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

If None, check this box:


<u>Title</u>	<u>Serial No./ Patent Number</u>	<u>Application Date/ Issue Date</u>
LEAD GENERATION MANAGEMENT SYSTEM	13/020240*	February 3, 2011

* Indicates dead, abandoned or cancelled patent

EXHIBIT C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
CAKE	85566187*	March 10, 2012
	4225522	October 16, 2012

*Indicates dead, abandoned or cancelled trademark