

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Book Connect, LLC		03/10/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Mike Field		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86559449	BODHI	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	355157-228		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	04/14/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 10, 2015, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and RED BOOK CONNECT, LLC, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of «Date» (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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the 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 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.

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:

RED BOOK CONNECT, LLC

By: T. Gregory Gillins, Jr.
Name: T. Gregory Gillins, Jr.
Title: VP of Finance

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Address for Notices:

3440 Preston Ridge Road, Suite 650
Alpharetta, GA 30005*
Attn: VP of Finance; General Counsel
EMAIL: greg.gillins@hotschedules.com;
tyler.wall@hotschedules.com

Address for Notices:

Attn: Technology Division
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Jeff.brown@bridgebank.com

* Upon written notice to Bank, Borrowers' mailing address shall be deemed to be 555 Mission Street, San Francisco, CA 94104

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005771 FRAME: 0581

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

GRANTOR:

RED BOOK CONNECT, LLC

By: _____

Name: _____

Title: _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: JK _____

Name: Jeff Brown _____

Title: VP _____

Address for Notices:

3440 Preston Ridge Road, Suite 650
Alpharetta, GA 30005*
Attn: VP of Finance; General Counsel
EMAIL: greg.gillins@hotschedules.com;
tyler.wall@hotschedules.com

Address for Notices:

Attn: Technology Division
55 Almaden Boulevard, Suite 100
San Jose, California 95113
jeff.brown@bridgebank.com

* Upon written notice to Bank, Borrowers' mailing address shall be deemed to be 555 Mission Street, San Francisco, CA 94104

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005771 FRAME: 0582

EXHIBIT A

COPYRIGHTS*

Please Check if No Copyrights Exist

<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>
Text	Jumpstart period thirteen (hooters)		TX0006896022	12/23/08	
Text	The Manager's Black Book Hooters		TX0006896486,	12/23/08	
Text	The Manager's Red Book Third Quarter 2008 Black-eyed Pea		TX0006894618	12/23/08	
Text	The Manager's Red Book Period Thirteen 2008 Hooters		TX0006896013	12/23/08	
Text	Shift Xcchange		TX0006894605	12/23/08	
Text	Pocket Rocket FS F2287		TX0006995303	12/29/08	
Text	The Trainer's Log Book Third Quarter 2008 (Black-eyed Pea)		TX0006894609	12/29/08	
Text	Schedules Period Thirteen 2008 (Hooters)		TX0006938326	12/29/08	
Text	Regional Manager's Brown Book Period Thirteen 2008 (Hooters)		TX0006938344	12/29/08	
Text	Requested Days Off		TX0006932197	12/30/08	
Text	Guest Services Red Book		TX0006932189	12/30/08	
Text	The Manager's Red Book First Quarter		TX0006932193	12/30/08	

* Please note that each of the above copyright titles remain in the name of "B2A, LLC", which was acquired by Red Book Connect LLC in 2014.

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>USPTO Reference Number:</u>	<u>Filing Date:</u>
RUNNING A RESTAURANT JUST GOT EASIER	86134769	4697017	42	12/4/13
#TIPMAS	86155234	4608749	35	12/31/13
RED BOOK CONNECT	85925044	N/A	9,16,42	5/7/13
DIGITAL RED BOOK	85917035	4680504	9,42	4/29/13
PLANIT PLANNERS	85651769	4511441	40	6/14/12
B2A	85240914	4313572	35	2/12/11
ISPEC	78959308	3506666	16	8/24/06
WE MAKE GOOD MANAGERS BETTER	78514610	3087300	16	11/10/04
THE MANAGER'S RED BOOK	78514601	3100193	16	11/10/04
TURNING YOUR OBJECTIVES INTO REALITY	77597051	3720855	16	10/21/08
POWER OF 3	77558424	3826846	16	8/2808
SOURCE 2 SOURCE	77556992	3850671	16	8/27/08
INSIDE TECHNIQUES	77556915	3894376	16	8/27/08
RED BOOK READY	77175785	3524980	9	5/8/07
Design	75505433	2291009	16	6/19/98
POCKET ROCKET	74729144	2062636	16	9/14/95
DATAWORKS	74729141	2080678	41	9/14/95
BODHI	86559449	4856985	42	11/17/15

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>

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