

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXTOL INTERNATIONAL, INC.		04/04/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	2223 Washington Street, Suite 306		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02462		
Entity Type:	banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2485239	EXTOL	
Registration Number:	2614480	EXTOL	
Registration Number:	2706085	EXTOL	
Registration Number:	2798965	EXTOL BUSINESS INTEGRATOR	
Registration Number:	2750028	EXTOL EDI INTEGRATOR	
Registration Number:	2692872	EXTOL INTEGRATOR	
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck		
Address Line 1:	1000 Wilshire Blvd., Ste. 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		
DATE SIGNED:	05/12/2016		

CH \$165.00 2485239

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of April 4, 2016 is entered into by and between EAST WEST BANK, a California banking corporation ("Secured Party"), on the one hand, and EXTOL INTERNATIONAL, INC., a Delaware corporation ("Grantor"), on the other hand, with reference to the following facts:

RECITALS

A. Secured Party and Grantor are parties to that certain Amended and Restated Loan and Security Agreement dated as of the date of this Agreement (the "Loan Agreement"), by and among Grantor, Cleo Communications, Inc., an Illinois corporation ("Cleo Inc."), Cleo Communications US, LLC, a Delaware limited liability company ("Cleo LLC", and together with Grantor and Cleo Inc., collectively, "Borrowers"), and Secured Party. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Loan Agreement.

B. Pursuant to the Loan Agreement, Secured Party will make loans and other Credit Extensions to Borrowers.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enters into this Agreement with Secured Party and hereby grants Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Borrowers the loans and other Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of Borrowers' obligations to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in Exhibit A attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to either Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not

registered in the United States Copyright Office (collectively, the “Unregistered Copyrights”), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to either Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “Copyrights”;

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to either Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar 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”);
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of either Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);
- (j) 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”);
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) 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 licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties

and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests 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 Secured Party.

3. Supplements. Grantor hereby authorizes Bank (a) to amend this Agreement following mutual agreement of the parties by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate 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.

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

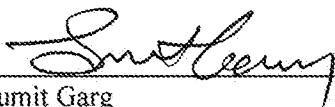
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[Rest of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

EXTOL INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: Sumit Garg
Title: President

SECURED PARTY:

EAST WEST BANK,
a California banking corporation


By: 
Name: Phillip Ernst
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application Number

Registration/
Application/Date

No registered copyrights

EXHIBIT B

Patents

Description

Registration/
Application Number

Registration/
Application Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Owner/ Applicant</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
See Schedule 1			
Attached			

Extol International, Inc.
 Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	BACKGROUND and CURRENT STATUS	NEXT ACTION DUE
UNITED STATES				
EXTOL United States	Registration No. 2,485,239	Class 9: Computer software and user's manuals sold as a unit in the field of electronic data interchange and electronic commerce	Filed 9/22/00 (claiming a first use date of 12/15/90); Registered 9/4/01 §8/9 Renewal filed 5/30/11 and accepted	Next renewal due 9/4/21
EXTOL United States	Registration No. 2,614,480	Class 35: business management consultation in the field of business processes, organizations and technologies, electronic commerce and communications, customer relationship management, change management and knowledge management	Filed 1/31/01 (claiming a first use date of 10/11/91); Registered 9/3/02 8/9 Renewal filed 1/9/12 and accepted	Next renewal due 9/3/22
EXTOL United States	Registration No. 2,706,085	Class 35: Data processing consulting Class 42: Computer services, namely, computer programming, software design and development, software application development, systems operation, and software maintenance for others; computer functional testing consulting services	Filed 1/31/01 (claiming a first use date of 10/11/91); Registered 4/15/03 Declaration of Use filed 2/13/08 and accepted	Renewal due 4/15/23

Extol International, Inc.
 Trademark Status Chart

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	BACKGROUND and CURRENT STATUS	NEXT ACTION DUE
EXTOL BUSINESS INTEGRATOR United States	Registration No. 2,798,965	Class 9: Computer software and user's manuals sold as a unit in the field of electronic data interchange and electronic commerce, namely for retrieving, processing, transmitting, communicating and managing data, text and documents Disclaimer: BUSINESS INTEGRATOR	Filed 8/5/02 (claiming a first use date of 6/03); Registered 12/23/03 Declaration of Use filed 2/13/08 and accepted	Renewal due 12/23/23
EXTOL EDI INTEGRATOR United States	Registration No. 2,750,028	Class 9: Computer software and user's manuals sold as a unit in the field of electronic data interchange and electronic commerce, namely, for retrieving, processing, translating, communicating, and managing data, text and documents Disclaimer: EDI INTEGRATOR	Filed 10/8/02 (claiming a first use date of 3/15/91); Registered 8/12/03 Declaration of Use filed 2/13/08 and accepted	Renewal due 8/12/23
EXTOL INTEGRATOR United States	Registration No. 2692872	Class 9: Computer software and user's manuals sold as a unit in the field of electronic commerce, namely for retrieving, processing, transmitting, communicating and managing data, text and documents Disclaimer: INTEGRATOR	Filed 4/12/02 (claiming a first use date of 6/00); Registered 3/4/03 (lapsed per client instructions)	None

TRADEMARK

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Extol International, Inc.
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	BACKGROUND and CURRENT STATUS	NEXT ACTION DUE
CANADA				
EXTOL Canada	Registration No. TMA611619	<p>Wares: Computer software and user's manuals sold as a unit in the field of electronic data interchange and electronic commerce, namely, for retrieving, processing, translating, communicating, and managing data, text and documents</p> <p>Services: Business management consultation in the field of business processes, organizations and technologies, electronic commerce and communications, customer relationship management, change management and knowledge management; computer services, namely, computer programming, software design and development, software application development, data processing consulting, systems operation, and software maintenance for others; computer functional testing consulting services</p>	Filed 7/24/01 (claiming a first use date of 9/94 for the goods and 11/99 for the services and the priority of US App. Nos. 76/135,936, 76/202,575 and 76/202,790); Registered 6/1/04	Renewal due 6/1/19
EUROPEAN COMMUNITY				
EXTOL European Community	Registration No. 199877	Class 9: Apparatus and instruments for the input, output, storage, processing, communication, authentication, encryption, decryption, display and printing of data; apparatus and instruments for use in controlling access to computers and communications networks; parts, fittings, software and firmware for all the aforesaid goods; data recording media	Filed 4/9/96; Registered 6/16/98 Renewed in 2006	Next renewal due 4/9/16

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TRADEMARK

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EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

Exhibit D

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