

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EvolveIP, LLC		06/07/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4797790	EVOLVE IP ONECLOUD	
Registration Number:	4628477	EVOLVE IP	
Registration Number:	4628478	EVOLVE IP	
Registration Number:	4628479	EVOLVE IP THE CLOUD SERVICES COMPANY	
Registration Number:	4736885	THE CLOUD SERVICES COMPANY	
Registration Number:	4324383	OSSMOSIS	
Serial Number:	86969704	THE COMPLIANCE CLOUD	
Serial Number:	86969722	THE EVOLVE IP COMPLIANCE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		

CH \$215.00 4797790

DATE SIGNED:	06/07/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of June 7, 2016, by EVOLVEIP, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of June 7, 2016, by and among EIP Merger Sub, LLC, a Delaware limited liability company (together with its permitted successors and assigns, including, without limitation, EvolveIP Holdings, from and after the consummation of the Closing Date Merger, and together with each other Person who becomes a borrower by execution of a joinder agreement, collectively, the “**Borrowers**”), Agent and the Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of June 7, 2016, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Grantee as follows:

1. Credit Agreement and Guarantee and Collateral Agreement. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

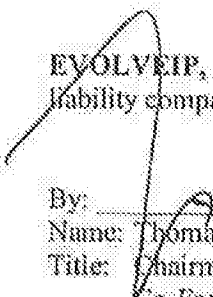
(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


EVOLVEIP, LLC, a Delaware limited liability company

By: _____
Name: Thomas Gravina
Title: Chairman, Chief Executive Officer and Co-Founder

Trademark Security Agreement (EvolveIP)

TRADEMARK
REEL: 005808 FRAME: 0420

Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: A. Brady Hahn
Title: Vice President

SCHEDULE A

Trademark Registrations

Trademark	Application Number	Application Date	Registration Number	Registration Date
EVOLVE IP ONECLOUD	86242912	4/4/14	4797790	8/25/15
EVOLVE IP	86233233	3/26/14	4628477	10/28/14
EVOLVE IP	86233277	3/26/14	4628478	10/28/14
EVOLVE IP THE CLOUD SERVICES COMPANY	86233304	3/26/14	4628479	10/28/14
THE CLOUD SERVICES COMPANY	86233313	3/26/14	4736885	5/12/15
OSSMOSIS	85720576	9/5/12	4324383	4/23/13

Trademark Applications

Trademark	Application Number	Application Date
THE COMPLIANCE CLOUD	86969704	4/8/2016
THE EVOLVE IP COMPLIANCE CLOUD	86969722	4/8/2016