

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388610

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TASKSTREAM, LLC		06/20/2016	Limited Liability Company: DELAWARE
TASKSTREAM HOLDINGS, LLC		06/20/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WESTERN ALLIANCE BANK
Street Address:	55 Almaden Boulevard, Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	87030188	ACCOUNTABILITY MANAGEMENT SYSTEM (AMS) B
Serial Number:	87030155	LEARNING ACHIEVEMENT TOOLS (LAT) BY TASK
Registration Number:	4959985	AQUA BY TASKSTREAM
Registration Number:	4530373	TS
Registration Number:	3286183	WEBMARKER
Registration Number:	3173920	TASKSTREAM TOOLS OF ENGAGEMENT
Registration Number:	3106258	THE REFLECT INITIATIVE
Registration Number:	3885094	MYBRARY
Registration Number:	3806962	TASKSTREAM
Registration Number:	3806961	TASKSTREAM ADVANCING EDUCATIONAL EXCELLE
Registration Number:	3813482	LAT BY TASKSTREAM LEARNING ACHIEVEMENT T
Registration Number:	3787450	AMS BY TASKSTREAM ACCOUNTABILITY MANAGEM

CORRESPONDENCE DATA

Fax Number: 6506440520

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.

Phone: 6506483802

TRADEMARK

Email: PATTY@PATTYCHENG.COM
Correspondent Name: PATTY CHENG
Address Line 1: 2625 Middlefield Rd., #215
Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER: PATTY CHENG

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 06/20/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 20, 2016 (the "Agreement") is entered into by and between TASKSTREAM, LLC, a Delaware limited liability company ("Taskstream"), TASKSTREAM HOLDINGS, LLC, a Delaware limited liability company ("Taskstream Holdings") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). Taskstream and Taskstream Holdings are each also referred to herein as a "Grantor", and collectively, as the "Grantors".

Reference is made to the Loan and Security Agreement, dated as of June 20, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such 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.

GRANTORS:

LENDER:

TASKSTREAM, LLC

WESTERN ALLIANCE BANK

By: 

By: _____

Name: Aitken Thompson

Name: _____

Title: Chief Operating Officer

Title: _____

TASKSTREAM HOLDINGS, LLC

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

By: 

Name: Aitken Thompson

Title: Chief Operating Officer

Address for Notices for all Grantors:

71 West 23rd Street
New York, NY 10010
Attn: Chief Executive Officer

with a copy to:

c/o Quad Partners LLC
570 Lexington Avenue, 36th Floor
New York, NY 10022
Attn: Daniel Neuwirth

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

GRANTORS:

LENDER:

TASKSTREAM, LLC

WESTERN ALLIANCE BANK

By: _____

By: Charles Wehr

Name: _____

Name: Charles Wehr

Title: _____

Title: Vice President

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

TASKSTREAM HOLDINGS LLC

By: _____

Name: _____

Title: _____

Address for Notices for all Grantors:

71 23rd Street
New York, NY 10010
Attn: _____

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>

EXHIBIT B
TRADEMARKS

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
Taskstream	ACCOUNTABILITY MANAGEMENT SYSTEM (AMS) BY TASKSTREAM	87030188	May 9, 2016		
Taskstream	LEARNING ACHIEVEMENT TOOLS (LAT) BY TASKSTREAM	87030155	May 9, 2016		
Taskstream	AQUA BY TASKSTREAM	86768896	Sep. 25, 2015	4959985	May 17, 2016
Taskstream	TS	85735290	Sep. 21, 2012	4530373	May 13, 2014
Taskstream	WEBMARKER	78885913	May 17, 2006	3286183	Aug. 28, 2007
Taskstream	TASKSTREAM TOOLS OF ENGAGEMENT	78780983	Dec. 27, 2005	3173920	Nov. 21, 2006
Taskstream	THE REFLECT INITIATIVE	78562108	Feb. 7, 2005	3106258	June 20, 2006
Taskstream	MYBRARY	77875056	Nov. 18, 2009	3885094	Dec. 7, 2010
Taskstream	TASKSTREAM	77874678	Nov. 17, 2009	3806962	June 22, 2010
Taskstream	TASKSTREAM ADVANCING EDUCATIONAL EXCELLENCE	77874490	Nov. 17, 2009	3806961	June 22, 2010
Taskstream	LAT BY TASKSTREAM LEARNING ACHIEVEMENT TOOLS	77847817	Oct. 13, 2009	3813482	July 6, 2010
Taskstream	AMS BY TASKSTREAM ACCOUNTABILITY MANAGEMENT SYSTEM	77847317	Oct. 13, 2009	3787450	May 11, 2010

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Name of Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue / Publication Date:</u>