

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390350

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GREEN CLOUD TECHNOLOGIES, LLC		06/30/2016	Limited Liability Company: SOUTH CAROLINA
DLRP LLC		06/30/2016	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 ALMADEN BLVD., SUITE 100		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86872827	MSPCLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 Middlefield Rd., #215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	PATTY CHENG		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	07/05/2016		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2016 (the "Agreement") is entered into between GREEN CLOUD TECHNOLOGIES, LLC, a South Carolina limited liability company ("Parent"), DLRP LLC, a South Carolina limited liability company ("DLRP") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). Parent and DLRP 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 30, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. 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, 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 of 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 Grantors 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.

Notwithstanding the foregoing, in no event shall the Intellectual Property Collateral include United States intent-to-use trademarks or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law.

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

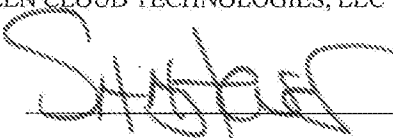
every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[SIGNATURE PAGE FOLLOWS]

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

**GRANTORS:**

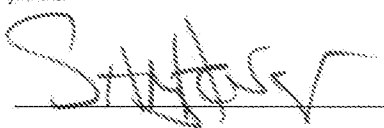
GREEN CLOUD TECHNOLOGIES, LLC

By: 

Name: Shaler Houser

Title: Chief Executive Officer

DLRP, LLC

By: 

Name: Shaler Houser

Title: Chief Executive Officer

Address for Notices:

411 University Ridge, Suite 201  
Greenville, SC 29601  
Attn: Shay Houser – CEO

**LENDER:**

WESTERN ALLIANCE BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

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

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

GRANTORS:

GREEN CLOUD TECHNOLOGIES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DLRP, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

411 University Ridge, Suite 201  
Greenville, SC 29601  
Attn: Shay Houser - CEO

LENDER:

WESTERN ALLIANCE BANK

By: 

Name: Joseph Adams Dague

Title: Vice President

Address for Notices:

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

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Owner</u>	<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>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Owner</u>	<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
Parent	MSPCLOUD	86872827		January 12, 2016
Parent	GREEN CLOUD CERTIFIED	85429045*		September 22, 2011
Parent	GREEN CLOUD TECHNOLOGIES INNOVATIVE TECHNOLOGY EFFICIENT SOLUTIONS	85424785*		September 16, 2011
Parent	GREEN CLOUD TECHNOLOGIES	85424749*		September 16, 2011

\*Indicates dead, abandoned or cancelled trademark



EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>