

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poplicus Incorporated		07/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Venture Finance, L.P.		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86867680	MASTER YOUR MARKET	
Serial Number:	86867676	FOLLOW THE MONEY	
Serial Number:	86853011	GOVINI	
Serial Number:	86852967	POPLICUS	
CORRESPONDENCE DATA			
Fax Number:	7037125240		
<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:	7037125361		
Email:	scotugno@mcguirewoods.com		
Correspondent Name:	Shannon Cotugno		
Address Line 1:	1750 Tysons Blvd		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Shannon Cotugno		
SIGNATURE:	/Shannon Cotugno/		
DATE SIGNED:	07/14/2016		
Total Attachments: 9			

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of July 1, 2016, is made by and between Poplicus Incorporated, a Delaware corporation having a business location at the address set forth below next to its signature (the "Company"), and Ares Venture Finance, L.P. ("Ares"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Ares are parties to a Loan and Security Agreement No.V15105 (as amended, supplemented or restated from time to time, the "Loan Agreement") dated as of June 25, 2015, setting forth the terms on which Ares may now or hereafter extend credit to or for the account of Company.

B. Pursuant to the terms of the Loan Agreement, Company granted Ares a security interest in all of its intellectual property.

C. To perfect Ares' interests in the Company's intellectual property, Ares has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to Ares a security interest (the "Security Interest") with power of sale to the extent

permitted by law, in the Patents and in the Trademarks to secure payment of all obligations of Company to Ares under the Loan Agreement. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Ares with a replacement Exhibit A, which upon acceptance by Ares shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Ares with a replacement Exhibit B, which upon acceptance by Ares shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate of Company owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any such Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Ares of such item(s) and cause such Affiliate to execute and deliver to Ares a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to (or a licensee interest in) each such Patent or Trademark free and clear of all liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Ares' prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Ares: (i) sufficient written notice, of at least 30 days, to allow Ares to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Ares' Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Ares gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Ares that it intends to abandon a Patent or Trademark, Ares may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Ares' option, in Ares' own name) and may (but need not) take any and all other actions which Ares may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Ares on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Ares in connection with or as a result of Ares' taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Ares at the rate applicable during the existence of an Event of Default.

(k) **Power of Attorney.** To facilitate Ares' taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Ares, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Ares, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all obligations of Company under the Loan Agreement.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Ares may, at its option, take any or all of the following actions:

(a) Ares may exercise any or all remedies available under the Loan Agreement.

(b) Ares may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Ares may enforce the Patents and Trademarks and any licenses thereunder, and if Ares shall commence any suit for such enforcement, Company shall, at the request of Ares, do any and all lawful acts and execute any and all proper documents required by Ares in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Ares. A waiver signed by Ares shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or

enforcement of any of Ares' rights or remedies. All rights and remedies of Ares shall be cumulative and may be exercised singularly or concurrently, at Ares' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Ares shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Ares and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Ares, and Company waives notice of Ares' acceptance hereof. Ares may execute this Agreement if appropriate for the purpose of filing, but the failure of Ares to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Company and Ares with respect to the Patents and Trademarks shall in all respects be governed by the Loan Agreement, the terms of which are incorporated as fully as if set forth at length herein.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Poplicus Incorporated
1735 North Lynn Street, #600
Arlington, VA 22209

POPPLICUS INCORPORATED

By 
Name: John Redd
Title: Controller

Ares Venture Finance, L.P.
245 Park Avenue, 44th Floor
New York, NY 10167

ARES VENTURE FINANCE, L.P.

BY: ARES VENTURE FINANCE GP, LLC,
its General Partner

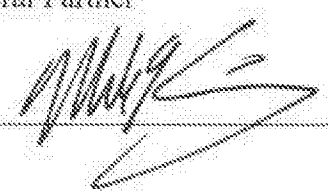
By  _____
Name:
Title:

EXHIBIT A

PATENTS

Serial No	Filing Date	Patent No.	Grant Date	Publication No.	Publication Date	Title	Status
14/940,103	12-Nov-15	N/A		2016/0071037	10-Mar-16	System for Maintaining a Marketplace of Government Procurement Opportunities	Pending
14/213,875	14-Mar-14	N/A		2015/0262126	17-Sep-15	Method and System for Aggregating Records for a Project from a Disparate Database	Pending

EXHIBIT B
TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status	Applicant
MASTER YOUR MARKET	86/867,680	6-Jan-16		N/A	Live	Poplicus Incorporated DBA Govini
FOLLOW THE MONEY	86/867,676	6-Jan-16		N/A	Live	Poplicus Incorporated DBA Govini
GOVINI	86/853,011	17-Dec-15		N/A	Live	Poplicus Incorporated DBA Govini
POPLICUS	86/852,967	17-Dec-15		N/A	Live	Poplicus Incorporated DBA Govini

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