

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENTERWORKS ACQUISITION, INC.		08/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BLACK DRAGON CAPITAL GROWTH INCOME, L.P.		
Street Address:	6365 Collins Avenue, Suite 3001		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33141		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2310784	ENTERWORKS	
Registration Number:	2224613	E.	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	angela.martin@akerman.com		
Correspondent Name:	AKERMAN LLP		
Address Line 1:	P.O. BOX 3188		
Address Line 4:	WEST PALM BEACH, FLORIDA 33402-3188		
NAME OF SUBMITTER:	Shelley B. Mixon		
SIGNATURE:	/Shelley B. Mixon/		
DATE SIGNED:	08/19/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated August 17, 2016, is made by Enterworks Acquisition, Inc., a Delaware corporation ("**Grantor**"), in favor of Black Dragon Capital Growth Income, L.P, a Delaware limited partnership (together with its successors and assigns, the "**Secured Party**").

WHEREAS, the Secured Party and Grantor are party to that Senior Secured Promissory Note dated on or about the date hereof (the "**Note**") evidencing one or more loans by the Secured Party to Grantor in accordance with the terms thereof (the "**Loan**").

WHEREAS, as a condition precedent to the making of the Loan by the Secured Party under the Note, Grantor has executed and delivered to the Secured Party that certain Security Agreement dated August 17, 2016, made by and among the Grantor and the Secured Party ("**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the "**IP Collateral**"):

(a) all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, and other general intangibles of like nature, whether now existing or hereafter acquired (including, without limitation, all Patents described in Schedule 1 hereto), all applications, registrations and recordings thereof, and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof (the "**Patents**");

(b) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/as, internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, the subject of a pending application, now or hereafter owned, by a Grantor (including, without limitation, all domestic and foreign trademarks described in Schedule 2 hereto), all applications, registrations and recordings thereof, and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized thereby (the "**Trademarks**");

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

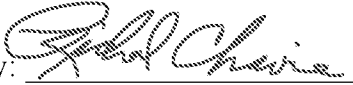
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ENTERWORKS ACQUISITION,
INC.

By: 

Name: Richard Chavie
Title: CEO
Address for Notices:
46040 Center Oak Plaza
Suite 115
Sterling, Virginia 20166

SECURED PARTY:

BLACK DRAGON CAPITAL
GROWTH INCOME, L.P.

By: 

Name: Tim Greenfield
Title: Partner
Address for Notices:


SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Jurisdiction	Patent No.	Issue Date	Title
US	6697784	Feb. 24, 2004	Workflow management system, method, and medium with personal subflows
US	6442563	Aug. 27, 2002	Workflow management system, method, and medium that morphs work items
US	6430538	Aug. 6, 2002	Workflow management system, method and medium with personal subflows

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Mark	Reg. No.	Reg. Date.
US	ENTERWORKS	2310784	Jan. 25, 2000
US	E. 	2224613	Feb. 16, 1999
CA	ENTERWORKS	TMA638420	April 27, 2005
PH	ENTERWORKS	41998009080	Oct. 1, 2005