

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
6Fusion USA, Inc.		09/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Intersouth Partners VII, L.P.		
Street Address:	102 City Hall Plaza		
Internal Address:	Suite 200		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4533024	6FUSION	
Registration Number:	4358779	6FUSION	
Registration Number:	4533023	6FUSION	
Registration Number:	4358780	6FUSION	
Registration Number:	4315053	CLOUD RESOURCE METER	
CORRESPONDENCE DATA			
Fax Number:	2027994000		
<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:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Gregory C Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory C. Esau		
SIGNATURE:	/Gregory C. Esau/		
DATE SIGNED:	09/12/2016		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “**Agreement**”), dated as of September 2, 2016, is hereby entered into by and among 6fusion USA, Inc., a Delaware corporation (the “**Borrower**”), each of those persons and entities whose names are set forth on the Schedule of Investors attached hereto as Schedule 1 (the “**Lenders**”).

RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the “**Loan**”), which Loan shall be evidenced by one or more Secured Convertible Secured Promissory Notes (the “**Notes**”) issued on or after the date hereof pursuant to that certain Convertible Note Purchase Agreement dated as of the date herewith between the Borrower and the Lenders (the “**Purchase Agreement**,” capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the “**Collateral**”), executed in connection with the Loan and dated as of the date hereof (the “**Security Agreement**”); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys’ fees if collected by or through an attorney-at-law (collectively the “**Secured Obligations**”); provided, however, that “Secured Obligations” shall not include any obligations of Borrower to the Lenders in their capacity as a holder of any of Borrower’s capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term “**Intellectual Property**” shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, and patents, trademarks listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and the Lenders shall release their security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, (b) the conversion of the full amounts then outstanding under the Notes into shares of the Company's capital stock pursuant to the terms of such Notes, or (c) the Notes or this Agreement are cancelled or terminated by mutual agreement of Borrower and the Requisite Lenders.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment; Waiver. This Agreement may be amended only in a writing signed by both Borrower and the Requisite Lenders; provided, that any such amendment that disproportionately affects any holders of then outstanding Notes relative to other holders of then outstanding Notes shall require the written consent of all such disproportionately affected holders. No delay or failure on the part of the Lenders in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right,

power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against the Lenders unless made in writing and signed by the Requisite Lenders, and then only to the extent expressly specified therein; provided, that any such waiver that disproportionately affects any holders of then outstanding Notes relative to other holders of then outstanding Notes shall require the written consent of all such disproportionately affected holders. Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of Borrower in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments.

[Signature appears on following page.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

6FUSION USA, INC

By: 
Name: John Cowan
Title: Chief Executive Officer

LENDERS:

INTERSOUTH PARTNERS VII, L.P.

By: Intersouth Associates VII, LLC
its General Partner

By: _____
Name: Mitch Mumma
Title: Managing Member

[SIGNATURE PAGE TO SECURITY AGREEMENT]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER: **6FUSION USA, INC.**

By: _____
Name: John Cowan
Title: Chief Executive Officer

LENDERS: **INTERSOUTH PARTNERS VII, L.P.**

By: Intersouth Associates VII, LLC
its General Partner

By:  _____
Name: Mitch Mumma
Title: Managing Member

[SIGNATURE PAGE TO SECURITY AGREEMENT]

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TRADEMARK
REEL: 005874 FRAME: 0682

SCHEDULE I

<u>LENDER NAME</u>	<u>NOTICE ADDRESS</u>
INTERSOUTH PARTNERS VII, L.P.	Intersouth Partners VII, L.P. 406 Blackwell Street Suite 200 Durham, NC 27701 Attn: Mitch Mumma Telephone: <u>919.493.6640</u> Facsimile: <u>919.493.6649</u> <u>With a copy to:</u> Wyrick Robbins Yates & Ponton LLP 4101 Lake Boone Trail, Suite 300 Raleigh, North Carolina 27607 Attn: J. Christopher Lynch Facsimile: <u>919-781-4865</u>

**SCHEDULE A
INTELLECTUAL PROPERTY**

Trademarks and Service Marks:

<u>Mark</u>	<u>Status</u>	<u>Appl. /Reg. No.</u>	<u>Reg. Date</u>
6FUSION	Registration	4533024	5/20/2014
6FUSION	Registration	4358779	6/25/2013
6FUSION & Design	Registration	4533023	5/20/2014
6FUSION & Design	Registration	4358780	6/25/2013
CLOUD RESOURCE METER	Registration	4315053	4/2/2013

Patents

**6FUSION USA INC. MONTHLY STATUS REPORT
August 31, 2016**

Family/Title	Country	BLG Ref.	Status	Serial No.	Filing Date/NPE (dd/mm/yyyy)	Patent No. / Registration No.	Date Issued/Reg. (dd/mm/yy yy)
METHOD AND SYSTEM FOR DETERMINING COMPUTER RESOURCE USAGE IN UTILITY COMPUTING	Canada	PAT 5407W-1	Pending	2,741,465	21/04/2011		
	India	PAT 5407W-19	Pending	3563/DELNP/200 1	12/05/2011		
	United States	PAT 5407W-2	Pending	13/125,661	22/04/2011	8,756,302	June 17, 2014
	Singapore	PAT 5407W-53	Pending	201102858-6	22/10/2009		
	PCT	PAT 5407W-90	Nationalized	CA2009/001550	22/10/2009		
	European Community	PAT 5407WEP- 81	Pending	09821494.3	20/05/2011		
METHOD AND SYSTEM FOR UTILITY COMPUTING	United States Provisional	PAT 5407P-2	Expired	61/107,557			

Copyrights

None.