

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligent Software Solutions USA, LLC		11/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	86313836	KNOWTIFY	
Serial Number:	86103417	SPRINGBLOX	
Serial Number:	85983319	DFUZE360	
Serial Number:	85776169	BRINGING KNOWLEDGE TO LIGHT	
Serial Number:	85982533	SEER	
Serial Number:	85459699	INDURE	
Serial Number:	85201049	C2 CORE	
Serial Number:	85201091	WEBTASFX	
Serial Number:	85975551	WEBTAS FX	
Serial Number:	85978653	GEOSTRATUS	
Serial Number:	85197370	SWIC	
Serial Number:	85197429	MOTUS	
Serial Number:	85196775	CIDNE	
Serial Number:	85195037	WEBTAS	
Serial Number:	85975315	WEBTAS	
Serial Number:	85046052	TACTUS	
Serial Number:	77778673	DFUZE MOBILE	
Serial Number:	77778631	DFUZE NET	
Serial Number:	77572464	FROM SPACE TO MUD AND EVERYTHING BETWEEN	
TRADEMARK			

CH \$515.00 86313836

Property Type	Number	Word Mark
Serial Number:	76584410	DFUZE

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	12/06/2016

Total Attachments: 5

source=TSA - Intelligent Software#page1.tif
source=TSA - Intelligent Software#page2.tif
source=TSA - Intelligent Software#page3.tif
source=TSA - Intelligent Software#page4.tif
source=TSA - Intelligent Software#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of November 10, 2016, by INTELLIGENT SOFTWARE SOLUTIONS USA, LLC, a Delaware limited liability company (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other “**Borrowers**” party thereto (each a “**Borrower**” and collectively the “**Borrowers**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Amended and Restated Credit Agreement dated as of November 10, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement dated as of November 10, 2016, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest

in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**INTELLIGENT SOFTWARE
SOLUTIONS USA, LLC**

By: 

Name: Peter Cannito Jr.

Title: Executive Vice President

Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 

Name: Junaid Sozer

Title: Vice President

Trademark Security Agreement

**TRADEMARK
REEL: 005936 FRAME: 0086**

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date
KNOWTIFY	86313836	6/18/14	N/A	N/A
SPRINGBLOX	86103417	10/28/13	4863694	12/1/15
DFUZE360	85983319	4/30/13	4704580	3/17/15
BRINGING KNOWLEDGE TO LIGHT	85776169	11/9/12	4786208	8/4/15
SEER	85982533	9/17/12	4614766	9/30/14
INDURE	85459699	10/29/11	4146742	5/22/12
C2 CORE	85201049	12/17/10	4058873	11/22/11
WEBTASFX	85201091	12/17/10	4082388	1/10/12
WEBTAS FX	85975551	12/17/10	4084115	1/10/12
GEOSTRATUS	85978653	12/15/10	4377788	7/30/13
SWIC	85197370	12/14/10	3997358	7/19/11
MOTUS	85197429	12/14/10	4008997	8/9/11
CIDNE	85196775	12/13/11	4008988	8/9/11
WEBTAS	85195037	12/10/10	3993523	7/12/11
WEBTAS	85975315	12/9/10	4045576	10/25/11
TACTUS	85046052	5/24/10	4165079	6/26/12
DFUZE MOBILE	77778673	7/10/09	3754263	3/2/10
DFUZE NET	77778631	7/10/09	3754262	3/2/10
FROM SPACE TO MUD AND EVERYTHING IN BETWEEN	77572464	9/17/08	3611954	4/28/09
DFUZE	76584410	4/1/04	3043467	1/17/06

122978755_2_214338_00290