

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APTTUS CORPORATION		01/27/2017	Corporation: DELAWARE
APTTEX CORPORATION		01/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
Internal Address:	HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86723912	X-AUTHOR	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F168051		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	01/27/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 27, 2017, by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among **APTUS CORPORATION**, a Delaware corporation (the “*Borrower*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Borrower and Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyright, Patent, and Trademark registrations and applications listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but

not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

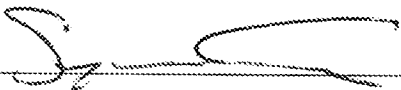
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

APTTUS CORPORATION

By: 

Name: Sydney Carey

Title: Chief Financial Officer

APTTEX CORPORATION

By: _____

Name: Neehar Giri

Title: Secretary

{Signature Page to Intellectual Property Security Agreement}

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

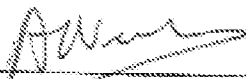
APTITUS CORPORATION

By: _____

Name: Sydney Carey

Title: Chief Financial Officer

APTTEX CORPORATION

By:  _____

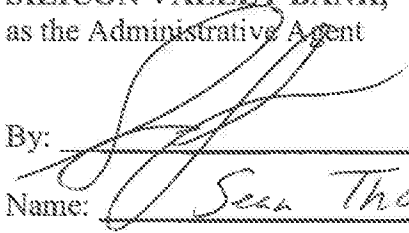
Name: Neehar Giri

Title: Secretary

{Signature Page to Intellectual Property Security Agreement}

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent

By: 

Name: Sean Thompson

Title: Vice President

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

Please see attached summary of patents.

Pending Patent Applications

Please see attached summary of patents.

SUMMARY OF PATENTS

Application Number

13/423, 280

13/423, 282

14/958, 807

13/423, 283

14/073, 295

14/073, 326

14/073, 356

14/073, 384

13/705, 189

13/705, 191

62/403, 582

15201012

EXHIBIT C

TRADEMARKS

Registered Trademarks

Please see attached summary of trademarks.

Pending Trademark Applications

Please see attached summary of trademarks.

Trademark Report

Country	Trademark	Class	Status	App. Date App. No.	Reg. Date Reg. No.	Case No.	Next Action
Apttus Corporation							
CTM / EUTM	APTTUS	9, 35, 42	Registered	11 Feb 2015 13732284	17 Feb 2016 13732284	41844-TM2001	11 Feb 2025 Next Renewal Due
Japan	APTTUS	42	Registered	12 Feb 2015 201512621	15 May 2015 5763335	41844-TM2002	15 May 2025 Next Renewal Due
United States of America	APTTUS	42	Registered	3 Dec 2014	28 Jul 2015	41844-TM1001	28 Jul 2020 Review for Section 15 Affidavit
Apttex Corporation							
	86470741	4781572					
United States of America	X-AUTHOR	42	Pending	13 Aug 2015 86723912		41844-TM1002	08 Mar 2017 2nd IU Extension Due