

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415785

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HotSchedules Holdings, Inc.		02/10/2017	Corporation: DELAWARE
Hotschedules.com, Inc.		02/10/2017	Corporation: TEXAS
Red Book Connect, LLC		02/10/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ORIX Growth Capital, LLC
<b>Street Address:</b>	1717 Main Street, Suite 1100
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4608749	#TIPMAS
Registration Number:	2291009	
Registration Number:	4313572	B2A
Registration Number:	4856985	BODHI
Registration Number:	2080678	DATAWORKS
Registration Number:	4680504	DIGITAL RED BOOK
Registration Number:	3808834	HOTSCHEDULES
Registration Number:	4632079	HOTSCHEDULES
Registration Number:	3894376	INSIDE TECHNIQUES
Registration Number:	3506666	ISPEC
Registration Number:	4819825	JOBSABI
Registration Number:	4511441	PLANIT PLANNERS
Registration Number:	2062636	POCKET ROCKET
Registration Number:	3826846	POWER OF 3
Registration Number:	4697017	RUNNING A RESTAURANT JUST GOT EASIER
Registration Number:	4279181	SCHOOX
Registration Number:	3850671	SOURCE 2 SOURCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5020872	THE MANAGER'S RED BOOK
Registration Number:	3805170	WORK SMARTER. TOGETHER.
Serial Number:	87320116	MACROMATIX
Serial Number:	87320130	MACROMATIX
Serial Number:	87320089	MACROMATIX
Serial Number:	85925044	RED BOOK CONNECT
Registration Number:	3100193	THE MANAGER'S RED BOOK
Registration Number:	3087300	WE MAKE GOOD MANAGERS BETTER

**CORRESPONDENCE DATA**

**Fax Number:** 7043738822

*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:** (704) 373-4640

**Email:** bsmith@mcguirewoods.com

**Correspondent Name:** Betty G. Smith, Senior Paralegal

**Address Line 1:** McGuireWoods LLP, 201 N. Tryon Street

**Address Line 2:** Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 2067493-0018

**NAME OF SUBMITTER:** Betty G. Smith

**SIGNATURE:** /Betty G. Smith/

**DATE SIGNED:** 02/10/2017

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 10, 2017 (the "Effective Date") by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender"), HOTSCHEDULES HOLDINGS, INC., a Delaware corporation ("Holdings"), HOTSCHEDULES.COM, INC., a Texas corporation ("HotSchedules"), and RED BOOK CONNECT, LLC, a Delaware limited liability company (together with Holdings and HotSchedules, "Grantors").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in all of their Intellectual Property to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Lender a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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 Loan Agreement, Grantors hereby represent, warrant, covenant and agree as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest (subject only to Permitted Liens) in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules 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.

2. Grantors represent and warrant that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by Grantors which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantors, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. Grantors shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and

(iii) executing and filing such other instruments, and taking such further actions, as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles.

[remainder of page intentionally left blank]

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.

Address of Grantors:

3440 Preston Ridge Road, Suite #650  
Alpharetta, GA 30005

Attn: T. Gregory Gillins

GRANTORS:

HOTSCHEDULES HOLDINGS, INC.

By: T. Gregory Gillins

Name: T. Gregory Gillins

Title: VP Finance

HOTSCHEDULES.COM, INC.

By: T. Gregory Gillins

Name: T. Gregory Gillins

Title: VP Finance

RED BOOK CONNECT, LLC

By: T. Gregory Gillins

Name: T. Gregory Gillins

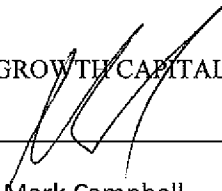
Title: VP Finance

LENDER:

Address of Lender:

1717 Main Street, Suite 1100  
Dallas, TX 75201  
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By:  \_\_\_\_\_

Name: Mark Campbell

Title: Authorized Representative

**COPYRIGHTS**

None.


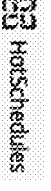
**PATENTS**

None.



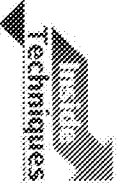

**TRADEMARKS**

See attached

Trademark	Logo	Jurisdiction	Classes	Applicant/Registrant	App No	App Date	Reg No	Reg Date	Status
#TIPMAS	#TIPMAS	USA	35	Red Book Connect, LLC	86155234	31 Dec 2013	4608749	23 Sep 2014	Registered
(Device Only)		USA	16	Red Book Connect, LLC	75505433	19 Jun 1998	2291009	09 Nov 1999	Registered
B2A		USA	35	Red Book Connect, LLC	85240914	12 Feb 2011	4313572	02 Apr 2013	Registered
BODHI		USA	42	Red Book Connect, LLC	86559449	10 Mar 2015	4856985	17 Nov 2015	Registered
DATAWORKS		USA	41	Red Book Connect, LLC	74729141	14 Sep 1995	2080678	22 Jul 1997	Registered
DIGITAL RED BOOK		USA	9, 42	Red Book Connect, LLC	85917035	29 Apr 2013	4680504	03 Feb 2015	Registered
HOTSCHEDULES		USA	42	Hotschedules.com, Inc	76700160	30 Oct 2009	3808834	29 Jun 2010	Registered
HOTSCHEDULES		Canada		Hotschedules.com, Inc.	1671639	07 Apr 2014	TMA913518	10 Sep 2015	Registered
HOTSCHEDULES		China	42	Hotschedules.com, Inc.	1203081	07 Apr 2014	1203081	07 Apr 2014	Registered

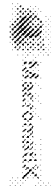

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REEL: 005987 FRAME: 0720

Trademark	Logo	Jurisdiction	Classes	Applicant/Registrant	App No	App Date	Reg No	Reg Date	Status
HOTSCHEDULES		EU-CTM	42	Hotschedules.com, Inc.	1203081	07 Apr 2014	1203081	07 Apr 2014	Registered
HOTSCHEDULES		Japan	42	Hotschedules.com, Inc.	1203081	07 Apr 2014	1203081	07 Apr 2014	Registered
HOTSCHEDULES		Korea (South)	42	Hotschedules.com, Inc.	1203081	07 Apr 2014	1203081	07 Apr 2014	Registered
HOTSCHEDULES		Norway	42	Hotschedules.com, Inc.	1203081	07 Apr 2014	1203081	07 Apr 2014	Registered
HOTSCHEDULES		Switzerland	42	Hotschedules.com, Inc.	54062/2014	03 Apr 2014	660340	20 Jun 2014	Registered
HOTSCHEDULES		USA	42	Hotschedules.com, Inc.	86238453	01 Apr 2014	4632079	04 Nov 2014	Registered
HOTSCHEDULES		WIPO	42	Hotschedules.com, Inc.	1203081	07 Apr 2014	1203081	07 Apr 2014	Registered
INSIDE TECHNIQUES		USA	16	Red Book Connect, LLC	77556915	27 Aug 2008	3894376	21 Dec 2010	Registered
ISPEC		USA	16	Red Book Connect, LLC	78959308	24 Aug 2006	3506666	23 Sep 2008	Registered


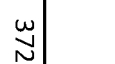
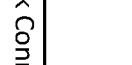

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REEL: 005987 FRAME: 0721

Trademark	Logo	Jurisdiction	Classes	Applicant/Registrant	App No	App Date	Reg No	Reg Date	Status
JOB SABI		USA	35	Hotschedules.com, Inc.	86479305	12 Dec 2014	4819825	22 Sep 2015	Registered
MACROMATIX		Australia	9, 35, 42	Macromatix IP Pty Ltd	1426053	19 May 2011		16 Dec 2011	Registered
MACROMATIX		Australia	9, 35, 42	Macromatix IP Pty Ltd	1426054	19 May 2011		05 Mar 2012	Registered
MACROMATIX		USA	35	Red Book Connect, LLC	87320116	31 Jan 2017			Pending
MACROMATIX		USA	42	Red Book Connect, LLC	87320130	31 Jan 2017			Pending
MACROMATIX		USA	9	Red Book Connect, LLC	87320089	31 Jan 2017			Pending
PLANIT PLANNERS		USA	40	Red Book Connect, LLC	85651769	14 Jun 2012	4511441	08 Apr 2014	Registered
POCKET ROCKET		USA	16	Red Book Connect, LLC	74729144	14 Sep 1995	2062636	20 May 1997	Registered
POWER OF 3		USA	16	Red Book Connect, LLC	77558424	28 Aug 2008	3826846	03 Aug 2010	Registered

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Trademark	Logo	Jurisdiction	Classes	Applicant/Registrant	App No	App Date	Reg No	Reg Date	Status
RED BOOK CONNECT		USA	9, 16, 42	Red Book Connect, LLC	85925044	07 May 2013			Pending
RED BOOK READY		USA	9, 16	Red Book Connect, LLC	77175785	08 May 2007	3524980	28 Oct 2008	Dead
RUNNING A RESTAURANT JUST GOT EASIER		USA	42	Red Book Connect, LLC	86134769	04 Dec 2013	4697017	03 Mar 2015	Registered
SCHOOX		USA	41	Schoox, Inc.	85639866	31 May 2012	4279181	22 Jan 2013	Registered
SOURCE 2 SOURCE		USA	16	Red Book Connect, LLC	77556992	27 Aug 2008	3850671	21 Sep 2010	Registered
THE MANAGER'S RED BOOK		USA	16	Red Book Connect, LLC	86815115	10 Nov 2015	5020872	16 Aug 2016	Registered
THE MANAGER'S RED BOOK		USA	16	Red Book Connect, LLC	78514601	10 Nov 2004	3100193	06 Jun 2006	Dead
TIPWORTHY		USA	35	Red Book Connect, LLC	86155232	31 Dec 2013			Dead
TURNING YOUR OBJECTIVES INTO REALITY		USA	16	Red Book Connect, LLC	77597051	21 Oct 2008	3720855	08 Dec 2009	Dead

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Trademark	Logo	Jurisdiction	Classes	Applicant/Registrant	App No	App Date	Reg No	Reg Date	Status
WE MAKE GOOD MANAGERS BETTER		USA	16	Red Book Connect, LLC	78514610	10 Nov 2004	3087300	02 May 2006	Dead
WORK SMARTER. TOGETHER.		USA	42	Hotschedules.com, Inc	76700159	30 Oct 2009	3805170	22 Jun 2010	Registered

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