

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talmetrix, Inc.		02/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Director of the Ohio Development Services Agency		
Street Address:	77 South High Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43216-1001		
Entity Type:	State Agency: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86689421	BLACKBOOKHR	
Serial Number:	86689510	RNA	
Serial Number:	86689462	PRESTO	
Serial Number:	86689000	CRUNCH	
Serial Number:	86945725	TALMETRIX	
CORRESPONDENCE DATA			
Fax Number:	5135796425		
<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:	(513) 401-9070		
Email:	astimac@kmklaw.com		
Correspondent Name:	Alison J. Stimac		
Address Line 1:	One East Fourth Street Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Alison J. Stimac		
SIGNATURE:	/Alison J. Stimac/		
DATE SIGNED:	02/14/2017		
Total Attachments: 7			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amended and Restated *IP Security Agreement*"), dated as of February 10, 2017 is made by TALMETRIX, INC., a Delaware corporation (the "*Borrower*"), in favor of THE DIRECTOR OF THE OHIO DEVELOPMENT SERVICES AGENCY (the "*Director*").

Background Information

As a condition precedent to the making of a loan by the Director under the Loan Agreement dated as of August 17, 2015, (the "*Loan Agreement*") between the Borrower, formerly known as BlackbookHR, LLC, an Ohio limited liability company, and the Director, the Borrower executed and delivered to the Director that certain Security Agreement dated as of August 17, 2015, made by and among the Borrower and the Director (the "*Security Agreement*"); and

Under the terms of the Security Agreement, the Borrower has granted to the Director a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver an Intellectual Property Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

The Borrower executed and delivered to the Director the Intellectual Property Security Agreement dated as of August 17, 2015 (the "*Original IP Agreement*"), and that Original IP Agreement was previously recorded with the United States Patent and Trademark Office on August 21, 2015. As a result of the Borrower statutorily converting from an Ohio limited liability company to a Delaware corporation, the Borrower and the Director now desire to amend and restate the Original IP Agreement with this Amended and Restated IP Security Agreement, with this Amended and Restated IP Security Agreement to supersede and replace the Original IP Agreement, and for this Amended and Restated IP Security Agreement to be recorded with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

Provisions

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

Section 1. Grant of Security. The Borrower hereby pledges and grants to the Director for the benefit of the Director a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*IP Collateral*");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “*Copyrights*”);

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

(e) 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

(f) 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.

Section 2. Recordation. The Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Amended and Restated IP Security Agreement upon request by the Director.

Section 3. Loan Documents. This Amended and Restated 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 Director with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this Amended and Restated IP Security Agreement shall be deemed to limit such rights and remedies.

Section 4. Execution in Counterparts. This Amended and Restated IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


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

Section 6. Governing Law. This Amended and Restated 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 Amended and Restated 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Borrower has caused this Amended and Restated IP Security Agreement to be duly executed and delivered as of the date first above written.

TALMETRIX, INC.,
a Delaware corporation

By 
Name: Christopher R. Powell
Title: ceo

AGREED TO AND ACCEPTED:

THE DIRECTOR OF THE OHIO
DEVELOPMENT SERVICES
AGENCY

By 
Name: Matt Peters
Title: Assistant Director

SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

Patent Name:	Application Number:	Application Date:
ELECTRONIC RELATIONSHIP NETWORK ANALYSIS	U.S. 14/875,182 (claims priority to U.S. 62/060,283	10/05/2015
SYSTEMS AND METHODS FOR RELATIONSHIP NETWORK ANALYSIS	U.S. 62/060,283 (now expired)	10/06/2014

Schedule 2 – Trademark Registrations and Applications

Trademark Name:	Application Number:	Application Date:
BlackbookHR	Ser. 86689421	July 10, 2015
RNA	Ser. 86689510	July 10, 2015
Presto	Ser. 86689462	July 10, 2015
Crunch	Ser. 86689000	July 10, 2015
Talmetrix	Ser. 86945725	March 18, 2016

Schedule 3 – Copyright Registrations and Applications

None.

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