

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416827

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
mTab LLC		02/07/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZB, N.A.		
<b>Doing Business As:</b>	CALIFORNIA BANK & TRUST		
<b>Street Address:</b>	550 South Hope Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2938556	AUDITHOST	
<b>Registration Number:</b>	5046909	MIQ	
<b>Registration Number:</b>	2287834	MTAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	PECSENYE@BLANKROME.COM		
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	ONE LOGAN SQUARE		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	147742-01003		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	02/21/2017		

OP \$90.00 2938556

**Total Attachments: 6**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 7th day of February, 2017, by **mTAB LLC**, a Delaware limited liability company (“Grantor”), in favor of **ZB, N.A. dba CALIFORNIA BANK AND TRUST**, in its capacity as collateral agent (in such capacity, together with its permitted successors and assigns, the “Collateral Agent”) for the holders of the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, as a Borrower, the Guarantors from time to time party thereto and Collateral Agent, Administrative Agent, and the other Lenders from time to time party thereto, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Collateral Agent of the Obligations under and as defined in the Credit Agreement, Grantor hereby collaterally assigns, pledges and grants to Collateral Agent for its benefit and the ratable benefit of each Lender, and each other Secured Party, a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising and wheresover located (collectively, the “IP Collateral”):

(a) all of Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor’s patents and patent applications (collectively, “Patents”), including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing (as applicable);  
and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Copyright, Patent or Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Collateral Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lenders and Security Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Collateral Agent as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Collateral Agent with respect to any new registered IP Collateral concurrently with the financial statements delivered pursuant to Section 6.01(b) of the Credit Agreement. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflicts of laws principles thereof that would call for the application of the laws of any other jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[signature page follows]*

Each of the parties has signed this Agreement as of the day and year first above written.

mTAB LLC

By: 

Name: Alex Gelman

Title: President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005993 FRAME: 0121**

Accepted and Acknowledged:

**ZB, N.A. dba CALIFORNIA BANK &  
TRUST**

By: 

Name: James Lee

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005993 FRAME: 0122**

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

#	Grantor	Copyright	Serial/ Registration Number	Application/ Registration Date
1.	mTAB LLC	Productive Access, Inc., mTAB research analysis system	TX-0002458670	11/23/1988

II. Patents and Patent Applications

#	Grantor	Patents	Serial/ Registration Number	Application/ Registration Date
1.	None.			

III. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number
1.	mTAB LLC	AUDITHOST	U.S. Reg. No. 2,938,556
2.	mTAB LLC	mIQ	U.S. Reg. No. 5,046,909
3.	mTAB LLC	mTAB	U.S. Reg. No. 2,287,834
4.	mTAB LLC	mTAB	European Community App. No. 008398679

[Intellectual Property Security Agreement]  
Schedule 1