

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saylent Technologies, Inc.		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trinity Capital Fund III, L.P.		
Street Address:	2121 West Chandler Boulevard, Suite 103		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85224		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4694725	SAYLENT	
Registration Number:	4641041	ACCOUNT360	
Registration Number:	4641040	CARD360	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058488-0020		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/31/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 31, 2017 (the “Agreement”) between TRINITY CAPITAL FUND III, L.P. (“**Lender**”) and SAYLENT TECHNOLOGIES, INC., a Delaware corporation (“**Grantor**”) is made with reference to that certain Loan and Security Agreement, dated as of March 31, 2017 (as amended from time to time, the “**Loan Agreement**”), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the “**Intellectual Property Collateral**”):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the “**Trademarks**”), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the “**Mask Works**”);

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SAYLENT TECHNOLOGIES, INC.

By: 

Name: Tyson Nargassans

Title: President

Address for Notices:

122 Grove Street, Suite 300
Franklin, MA 02038
Attn: Bill Rooney, CFO

[Signature Page to Intellectual Property Security Agreement (Trinity/Saylent)]

LENDER:

TRINITY CAPITAL FUND III, L.P., a Delaware limited partnership

By: TRINITY SBIC PARTNER II, LLC, a Delaware limited liability company

Its: General Partner

By: TRINITY SBIC MANAGEMENT, INC., a Delaware corporation

Its: Manager

By: St CB

Name: Steven L. Brown

Its: President

Address for Notices:

2121 West Chandler Boulevard, Suite 103,

Chandler, Arizona 85224

[Signature Page to Intellectual Property Security Agreement (Trinity/Saylent)]

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

Type of Work	Title	International Standard Serial Number (ISSN):	Registration Number	Filing Date	Pre - registered?

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

Mark / Title	U.S. Serial Number	U.S. Registration Number	Filing Date
SAYLENT	86253382	4694725	April 16, 2014
ACCOUNT 360	86253410	4641041	April 16, 2014
CARD360	86253402	4641040	April 16, 2014

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Title:	Patent Number	Application Serial Number	Issued or Published?	Issue Date