

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AURIONPRO SOLUTIONS, INC.		03/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87370902	CYBERINC	
Serial Number:	87370891	CYBERINC AN AURIONPRO COMPANY	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305983-1121 AURIONPRO		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	04/03/2017		
Total Attachments: 9			
source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page1.tif			

CH \$65.00 87370902

source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page2.tif
source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page3.tif
source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page4.tif
source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page5.tif
source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page6.tif
source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page7.tif
source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page8.tif
source=EXECUTED - Aurionpro - First Amendment to Second A&R IPSA (updated Exhibit B)#page9.tif

**FIRST AMENDMENT
TO SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Second Amended and Restated Intellectual Property Security Agreement is entered into as of March 30, 2017 (the "IPSA Amendment") by and between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank" or "Lender") and AURIONPRO SOLUTIONS, INC., a Delaware corporation ("Grantor") and is made with reference to the Third Loan and Security Modification Agreement and Waiver dated as of even date hereof among Bank, Grantor, Aurionpro Fintech, Inc. and Spikes, Inc. (the "Third Amendment").

RECITALS

Bank and Grantor are parties to that certain Second Amended and Restated Intellectual Property Security Agreement dated as of September 6, 2016, as amended from time to time (the "IPSA"). In connection with the Third Amendment, the parties desire to amend the IPSA in accordance with the terms of this IPSA Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit B (Trademarks) to the IPSA is hereby replaced in its entirety with that Exhibit B attached hereto.
2. Unless otherwise defined, all initially capitalized terms in this IPSA Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this IPSA Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lender under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
3. This IPSA Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

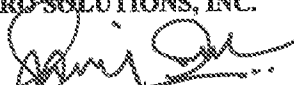
IN WITNESS WHEREOF, the undersigned have executed this IPSA Amendment as of the first date above written.

GRANTOR:

AURIONPRO SOLUTIONS, INC.

Address of Grantor:

4000 Executive Parkway, Suite 250
San Ramon, California 94583
Attn: Samir Shah

By: 
Name: SAMIR SHAH
Title: CHIEF EXECUTIVE OFFICER

BANK:

WESTERN ALLIANCE BANK

Address of Bank:

55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Attn: Note Department

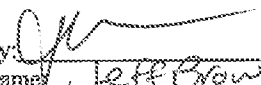
By: 
Name: Jeff Brown
Title: VP

EXHIBIT B
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AURIONPRO	4,267,164	01/01/13
AURIONPRO SENA	4,267,165	01/01/13
SENA	3,996,276	07/19/11
CYBERINC	87/370,902	03/14/17
CYBERINC AN AURIONPRO COMPANY	87/370,891	03/14/17

SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 6, 2016 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and AURIONPRO SOLUTIONS, INC., a Delaware corporation (f/k/a Aurionpro Solutions, Inc. a Connecticut corporation) ("Grantor") is made with reference to the Second Amended and Restated Loan and Security Agreement, dated as of September 6, 2016 (as amended from time to time, the "Loan Agreement"), among Bank, Grantor and Spikes, Inc., a Delaware corporation.

Bank (as successor in interest by merger with Bridge Bank, National Association) and Grantor (f/k/a AurionPro Solutions, Inc.) are parties to that certain Amended and Restated Intellectual Property Security Agreement dated as of March 14, 2014 (the "Original IPSA"). The parties desire to amend and restate the Original IPSA in accordance with the terms of this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree that this Agreement completely amends and restates, without novation, the Original IPSA. 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:

AURIONPRO SOLUTIONS, INC.

By: _____



Name: SAMIR SHAH

Title: EXECUTIVE CHAIRMAN

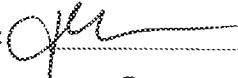
Address for Notices:

4000 Executive Parkway, Suite 250
San Ramon, California 94583
Attn: Samir Shah, Managing Director
Fax: (925) 242-0778

LENDER:

WESTERN ALLIANCE BANK

By: _____



Name: Jeff Brown

Title: VP Team Leader

Address for Notices:

55 Almaden Blvd.
San Jose, CA 95113
Attn: Technology Banking Division
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

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

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AURIONPRO	4,267,164	01/01/13
AURIONPRO SENA	4,267,165	01/01/13
SENA	3,996,276	07/19/11

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Description	Patent / Application Number	Issue / Application Date
-------------	--------------------------------	-----------------------------