

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423419

<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>
Zepheira LLC		04/11/2017	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sirsi Corporation		
<b>Doing Business As:</b>	SirsiDynix		
<b>Street Address:</b>	3300 N. Ashton Blvd., Suite 500		
<b>City:</b>	Lehi		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84043		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77618127	FREEMIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013218847		
<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>	8013218847		
<b>Email:</b>	JRICHARDS@WNLAW.COM		
<b>Correspondent Name:</b>	Jonathan W. Richards		
<b>Address Line 1:</b>	60 E. SOUTH TEMPLE #1000		
<b>Address Line 4:</b>	SALT LAKE CITY, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Jonathan W. Richards		
<b>SIGNATURE:</b>	/jonathanwrichards_29843/		
<b>DATE SIGNED:</b>	04/12/2017		
<b>Total Attachments: 4</b>			
source=Short Form Security Agmt for USPTO - executed 2017-04-12#page1.tif			
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## **SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, hereinafter referred to as the "Short Form IP Security Agreement"), dated as of April 10, 2017, is made by and among ZEPHEIRA LLC, a Virginia limited liability company, 1818 Library Street, Suite 500, Reston, Virginia 20190 and ZEPHEIRA TECHNOLOGIES, LLC, a Delaware limited liability company, 5237 Silverwood Court, West Chester, Ohio 45069 (hereinafter referred to individually and collectively as the "Grantors") in favor of SIRSI CORPORATION, a Delaware corporation doing business as SirsiDynix, Sirsi, Lehi, Utah 84043 (hereinafter referred to as the "Secured Party"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Amendment.

WHEREAS, in connection with that certain Second Amendment to the Product Development and Distribution Agreement, dated as of April 10, 2017, by and among the Grantors and Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, hereinafter referred to as the "Second Amendment") in order to induce the Secured Party to extend certain financial and other accommodations to the Grantors, the Grantors have granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. Grant of Security. Grantors hereby grant to the Secured Party a security interest in all of the Grantor's right, title and interest in and to all patents, patent applications, trademark registrations, trademark applications, copyright registrations and/or copyright applications in all countries of the world, including the U.S. trademark registrations and application identified in Schedule A hereto (the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this Short Form IP Security Agreement secures the payment of all obligations of the Grantors now or hereafter existing under or in respect of the Second Amendment, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures, as to the Grantors, the payment of all amounts that constitute part of the secured obligations and that would be owed by the Grantors to any Secured Party under the Second Amendment but for the fact that such secured obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein

with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Second Amendment. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Second Amendment, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Second Amendment, the terms of the Second Amendment shall govern.

SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Amendment shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**ZEPHEIRA LLC, as Grantor**

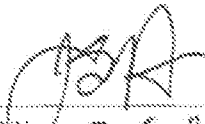
By:   
Name: Eric Miller  
Title: President

**ZEPHEIRA TECHNOLOGIES, LLC, as Grantor**

By:   
Name: Eric Miller  
Title: President

ACCEPTED AND AGREED  
As of the date first above written:

SIRSI CORPORATION, as Secured Party

By:   
Name: J. Scott Askew  
Title: General Counsel

**SCHEDULE A**

**ISSUED U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
FREEMIX	77618127	19-Nov-2008	3845878	7-Sep-2010

**PENDING U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
LIBRARY.LINK	87225045	3-Nov-2016	n/a	n/a