

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1E Limited		04/12/2017	Company: ENGLAND
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4419211	1E	
Registration Number:	4419212	1E	
Registration Number:	3126247	1E	
Registration Number:	4457960	1EWORKSPACE	
Registration Number:	5013113	ACTIVEEFFICIENCY	
Registration Number:	4263294	APPCLARITY	
Registration Number:	3877256	DROWSY SERVER	
Registration Number:	2624840	NIGHTWATCHMAN	
Registration Number:	3759701	NOMAD BRANCH	
Registration Number:	4263244	NOMAD ENTERPRISE	
Registration Number:	5001917	TACHYON	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
TRADEMARK			

OP \$290.00 4419211

Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F169558

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 04/12/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of April 12, 2017 by and between **SILICON VALLEY BANK**, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 with Treaty Passport scheme reference number 13/S/0299723/DTTP and tax resident in the United States of America ("Bank") and **IE LIMITED**, registered in England & Wales under number 03401322 whose registered office is at CP House, 97-107 Uxbridge Road, London, W5 5TL, United Kingdom ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties thereto (each such party, including Grantor, an "Obligor") (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and among Bank and Obligor dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the "Loan Agreement"). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Bank.

B. Pursuant to the terms of the Loan Agreement and that certain Debenture by and between Grantor and Bank dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the "Debenture"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of all obligations of Obligor to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Obligor to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Debenture shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

6. Governing Law. This 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

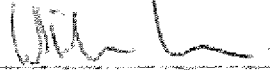
laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IE LIMITED

By: 
Name: WILLIAM EDMONDSON
Title: CFO

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IE LIMITED

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

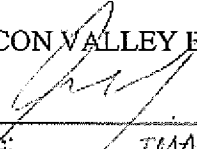
By:  _____
Name: TAMAR MANIHA
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1E Software solutions messaging and PC and Server Energy reports messaging.	TX0007123630/2009-10-29	October 29, 2009

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Configuration of network devices	9548891	January 17, 2017
Command lines	9390185	July 12, 2016
Backing-up user data	9389966	July 12, 2016
Monitoring the performance of a computer	9292406	March 22, 2016
Monitoring the distribution of software	8762521	June 24, 2014
Identifying software	8489616	July 16, 2013
Identifying software	8463792	June 11, 2013
Monitoring the performance of a computer	8392147	March 5, 2013
Network booting apparatus and method	8312115	November 13, 2012
Monitoring a computer	8281175	October 2, 2012
Data distribution apparatus and method	7990962	August 2, 2011
Data distribution apparatus and method	7362758	April 22, 2008
Power management of computers by detecting active processes in the absence of input activity	8392734	March 5, 2013
NETWORK SECURITY BROKER	14972869	December 17, 2015
CONTROLLING ADMINISTRATION RIGHTS	14521131	October 22, 2014
DEPLOYING SOFTWARE IN A COMPUTER NETWORK	14738267	June 12, 2015
CONFIGURATION OF NETWORK DEVICES	14527510	October 29, 2014
COMMUNICATION OF VIRTUAL MACHINE DATA	13918036	June 14, 2013
OBTAINING PROGRAM DATA OVER A NETWORK	14811167	July 28, 2015
WHITE LISTS	14265297	April 29, 2014
SECURITY CONTROLS	14265287	April 29, 2014
COMMAND LINES	14265307	April 29, 2014
Network Booting System and Method	13752710	January 29, 2013
Providing Policy Data to a Computer	13712738	December 12, 2012

Backing-Up User Data	13712769	December 12, 2012
Monitoring Software	13598226	August 29, 2012
Identifying Software	13430442	March 26, 2012
Identifying Software	13178133	July 7, 2011
Monitoring the Distribution of Software	13047357	March 14, 2011
Locating and Retrieving Packages Over a Network	13356448	January 23, 2012
Controlling the Power Consumption of Computers	13166292	June 22, 2011
POWER CONTROL SYSTEM FOR WORKSTATIONS	13003180	July 10, 2009
MONITORING A COMPUTER	12609539	October 30, 2009
POWER MANAGEMENT OF COMPUTERS	12609780	October 30, 2009
DATA DISTRIBUTION SYSTEM	12266294	November 6, 2008
Data distribution apparatus and method	12073202	March 3, 2008
Data distribution apparatus and method	11035022	January 14, 2005

EXHIBIT C

Trademarks

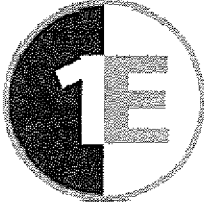
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1E	4419211	October 15, 2013
	4419212	October 15, 2013
1E	3126247	August 8, 2006
1EWORKSPACE	4457960	December 31, 2013
ACTIVEEFFICIENCY	5013113	August 2, 2016
APPCLARITY	4263294	December 25, 2012
DROWSY SERVER	3877256	November 16, 2010
NIGHTWATCHMAN	2624840	September 24, 2002
NOMAD BRANCH	3759701	March 16, 2010
NOMAD ENTERPRISE	4263244	December 25, 2012
TACHYON	5001917	July 19, 2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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