

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFRASCALE, INC.		10/05/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK, as successor in interest to Square 1 Bank		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4575494	ENDGUARD	
Registration Number:	4586782	INFRASCALE	
Registration Number:	4490293	FILELOCKER	
Registration Number:	4360624	SOS ONLINE BACKUP	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE-TKF/		
DATE SIGNED:	04/17/2017		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 5, 2015 by and between SQUARE 1 BANK ("*Bank*") and INFRASCALE, INC. ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, 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.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS


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

GRANTOR:

Address of Grantor:

999 N. Sepulveda Blvd., Suite 100
El Segundo, CA 90245
Attn: _____

INFRASCALE, INC.

By: 
Name: Ken Shaw Jr
Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

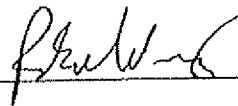
By: 
Name: Porter McKay
Title: Client Manager

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
SOS IPHONE APPLICATION	TX0007327048	9/13/2010
SOS GRAPHICAL USER INTERFACE	TX0007327089	9/13/2010
SOS VULNERABILITY SCANNER	TX0007324787	9/14/2010
SOS GRAPHICAL USER INTERFACE & 4 OTHER TITLES	V3594D663	10/4/2010
HELP! : THE HEALTH EMERGENCY LIFESAVING PROCEDURE	TXu000364022	4/3/1989
COMPREHENSIVE EMERGENCY RESPONSE TRAINING, cert : INSTRUCTOR GUIDELINES	TX0003464465	9/18/1992
COMPREHENSIVE EMERGENCY RESPONSE TRAINING, CERT : [STUDENT WORKBOOK]	TX0003464464	9/18/1992
SOS TECHNOLOGIES: LEADER'S GUIDE/PREPARED BY SOS TECHNOLOGIES' SALES...	TX0003426054	9/18/1992
COMPREHENSIVE EMERGENCY RESPONSE TRAINING	PA0000595352	9/18/1992



EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
CONSERVING FILE SYSTEM WITH BACKUP AND VALIDATION	7966495	6/21/2011
SYSTEM AND METHOD FOR TRANSMITTING NEEDED PORTIONS OF A DATA FILE BETWEEN NETWORKED COMPUTERS	9419801 12464785	8/16/2016 5/12/2009
STROKE SYMPTOM RECOGNITION DEVICES AND METHODS (DEAD)	7115103	10/3/2006
STROKE SYMPTOM RECOGNITION DEVICES AND METHODS (DEAD)	11540834	9/29/2006

EXHIBIT C
TRADEMARKS

Description	Registration/Application Number	Registration/ Application Date
CLOUDBOOT (DEAD)	86526474	2/6/2015
ENDGUARD	4575494 86152238	7/29/2014 12/24/2013
INFRASCALE	4586782 85788795	8/19/2014 11/27/2012
FILELOCKER	4490293 85778473	3/4/2014 11/13/2012
SOS ONLINE BACKUP	4360624 85761690	7/2/2013 10/23/2012
ON YOUR TEAM FOR LIFE (DEAD)	77609609	11/7/2008
S SOS TECHNOLOGIES (DEAD)	77604160	10/30/2008