TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM435395

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KNOWLEDGETREE INC.		07/10/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ALLY BANK
Street Address:	300 Park Avenue, 4th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3834239	KNOWLEDGETREE
Registration Number:	4543005	KNOWLEDGETREE
Registration Number:	4764165	PERFECTPITCH
Registration Number:	4844979	QUICKPLAYS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Darlena Bari Stark **Correspondent Name:**

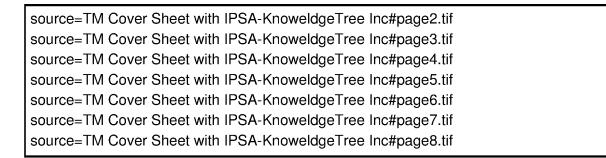
Address Line 1: 1025 Vermont Ave NW, Suite 1130

COGENCY GLOBAL INC. Address Line 2: Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171407
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	07/17/2017

Total Attachments: 7

TRADEMARK REEL: 006106 FRAME: 0807



TRADEMARK REEL: 006106 FRAME: 0808

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2017 by and between ALLY BANK ("Bank") and KNOWLEDGETREE INC., a Delaware corporation ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 June 9, 2017 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- **B.** Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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 all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (collectively, "Intellectual Property Collateral").

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

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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 of Grantor which are registered with or subject to an application filed 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 its officers thereunto duly authorized as of the first date written above.

Grantor:

KNOWLEDGETREE INC.

By S S) v ...

Name Cra Nr. (45")

Title CFo

Address of Grantor:

3210 Hillsborough Street, Raleigh, NC 27607

Bank:

ALLY BANK

Address of Bank:

300 Park Avenue, 4th Floor New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

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:

KNOWLEDGETREE INC.

Name
Title

Address of Grantor:

3210 Hillsborough Street, Raleigh, NC 27607

Bank:

ALLY BANK

By ___ Name_

Address of Bank:

300 Park Avenue, 4th Floor New York, New York 10022

[Signature Page Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

		Registration	Registration
Description	3 L U L L L L L L L L L L L L L L L L L	Number	Date
Name			
None.			

TRADEMARK REEL: 006106 FRAME: 0813

EXHIBIT B

PATENTS

DescriptionRegistration OR
Serial NumberRegistration OR
Filing Date

None.

TRADEMARK REEL: 006106 FRAME: 0814

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
KNOWLEDGETREE	3834239	8/17/2010
KNOWLEDGETREE (logo)	4543005	06/03/2014
PERFECT PITCH	4764165	06/30/2015
QUICKPLAYS	4844979	11/06/2015

TRADEMARK REEL: 006106 FRAME: 0815

RECORDED: 07/17/2017