

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437308

<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>
DATAVAIL CORPORATION		07/28/2017	Corporation: DELAWARE
ADVANCEDEPM CONSULTING, INC.		07/28/2017	Corporation: OHIO
DATAVAIL CANADA, INC.		07/28/2017	Corporation: CANADA
NAVANTIS INC.		07/28/2017	Corporation: CANADA
ACCELATIS, LLC		07/28/2017	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX GROWTH CAPITAL LLC		
<b>Street Address:</b>	1717 MAIN STREET, SUITE 1100		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4000718	DATAVAIL	
<b>Registration Number:</b>	4000719	DATAVAIL DELTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149326499		
<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>	214-932-6400		
<b>Email:</b>	sshernandez@mcguirewoods.com		
<b>Correspondent Name:</b>	McGuireWoods LLP		
<b>Address Line 1:</b>	2000 MCKINNEY AVENUE, SUITE 1400		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	2067493-0021		
<b>NAME OF SUBMITTER:</b>	Stephanie Hernandez		
<b>SIGNATURE:</b>	/Stephanie Hernandez/		

OP \$65.00 4000718

<b>DATE SIGNED:</b>	07/31/2017
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 28, 2017 (the "Effective Date") by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender"), and DATAVAIL CORPORATION, a Delaware corporation, ADVANCEDEPM CONSULTING, INC., an Ohio corporation, DATAVAIL CANADA, INC., an [Ontario corporation], NAVANTIS INC., an Ontario corporation, and ACCELATIS, LLC a Connecticut limited liability company (each, individually, a "Grantor" and, collectively "Grantors").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and the Grantors dated as of the date hereof (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). Lender is willing to make the Loans to the Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in all of such Grantor's Intellectual Property to secure the obligations of the Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules 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. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. Grantors shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the maskworks,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

*[remainder of page intentionally left blank]*

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.

GRANTORS:

Address of Grantor:

**DATAVAIL CORPORATION**

By: Andrew Evans  
Name: Andrew Evans  
Title: CEO

**ADVANCEDEPM CONSULTING, INC.**

By: Andrew Evans  
Name: Andrew Evans  
Title: CEO

**DATAVAIL CANADA INC.**

By: Andrew Evans  
Name: Andrew Evans  
Title: CEO

**NAVANTIS INC.**

By: Andrew Evans  
Name: Andrew Evans  
Title: CEO

**ACCELATIS, LLC**

By: Andrew Evans  
Name: Andrew Evans  
Title: CEO

LENDER:

Address of Lender:

**ORIX GROWTH CAPITAL, LLC**

1717 Main Street, Suite 1100  
Dallas, TX 75201  
Attn: General Counsel

By: \_\_\_\_\_  
Name: Mark Campbell  
Title: Authorized Representative

[SIGNATURE PAGE TO 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.

GRANTORS:

Address of Grantor:

11800 Ridge Parkway, Suite 125  
Broomfield, CO 80021  
Attn: CFO

**DATAVAIL CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADVANCEDEPM CONSULTING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DATAVAIL CANADA INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NAVANTIS INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCELATIS, LLC**

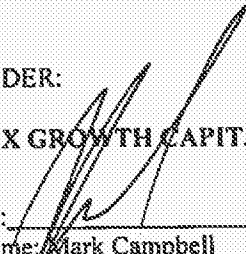
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Lender:

1717 Main Street, Suite 1100  
Dallas, TX 75201  
Attn: General Counsel

LENDER:

**ORIX GROWTH CAPITAL, LLC**

By:  \_\_\_\_\_  
Name: Mark Campbell  
Title: Authorized Representative

SCHEDULE A

Copyrights

DATAVAIL CORPORATION

ADVANCEDEPM CONSULTING, INC.

- None

DATAVAIL CANADA, INC.

- None

NAVANTIS INC.

- None

ACCELATIS, LLC

- None

SCHEDULE B

Trademarks

DATAVAIL CORPORATION

Trademark: DATAVAIL  
Owner: Datavail Corporation  
Regn. No.: 4000718  
Regn. Date: July 26, 2011

Trademark: DATAVAIL DELTA  
Owner: Datavail Corporation  
Regn. No.: 4000719  
Regn. Date: July 26, 2011

ADVANCEDEPM CONSULTING, INC.

- None

DATAVAIL CANADA, INC.

- None

NAVANTIS INC.

1. Canadian Mark

Trade-mark: **NAVANTIS**  
Owner: Navantis Inc.  
Regn. No.: TMA 579,175  
Regn. Date: April 8, 2003  
Wares: Computer software for designing Intranet, Extranet, and Internet sites.  
Services: Designing and building Intranet, Extranet, and Internet sites; designing and building corporate portals; designing and building customer retention systems; designing and building e-commerce applications and sites; computer consultation; technical consultation in the field of software integration and custom software development; business, knowledge management and marketing consulting services and practice.



2. Navantis has applied for the following Canadian mark:

Trade-mark	Status
No idea left behind.	Pending <b>App</b> 1793144 <b>App</b> 26-JUL-2016

ACCELATIS, LLC

- None

SCHEDULE C

Patents

DATAVAIL CORPORATION

- None

ADVANCEDEPM CONSULTING, INC.

- None

DATAVAIL CANADA, INC.

- None

NAVANTIS INC.

- None

ACCELATIS, LLC

- None