

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437460

<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
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85003763	DATAVAIL DELTA	
<b>Serial Number:</b>	85003755	DATAVAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(919) 314-3114		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLASNANCE-JLT/		
<b>DATE SIGNED:</b>	08/01/2017		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of July 28, 2017 by and among **PACIFIC WESTERN BANK**, a California state chartered bank (“**Bank**”) and **DATAVAIL CORPORATION** (“**Datavail US**”), **DATAVAIL CANADA INC.** (“**Datavail Canada**”), **NAVANTIS INC.** (“**Navantis**”) **ADVANCEDPEM CONSULTING, INC.** (“**AdvancedEPM**”), and **ACCELATIS, LLC** (“**Accelatis**”; **Datavail US**, **Datavail Canada**, **Navantis**, **Advanced EPM**, and **Accelatis** are each referred to herein as a “**Grantor**”, and collectively, as “**Grantors**”).

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the “**Loans**”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and among Bank and Grantors dated of March 15, 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.** Bank is willing to extend and to continue to extend financial accommodations to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

**C.** Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank 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.

**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 of the Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each 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 such Grantor, each Grantor grants and pledges to Bank 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 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 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.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such 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 PAGES FOLLOW**

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:

11 800 Ridge Pleny #125  
Broomfield Co 80021

DATAVAIL CORPORATION

By: Andrew Evans  
Name: ANDREW EVANS  
Title: CFO

Address of Grantor:

21 Randolph Ave #200  
Toronto ON M6P 4G4

DATAVAIL CANADA INC.

By: Andrew Evans  
Name: ANDREW EVANS  
Title: CFO

Address of Grantor:

21 Randolph Ave #200  
Toronto ON M6P 4G4

NAVANTIS, INC.

By: Andrew Evans  
Name: ANDREW EVANS  
Title: CFO

Address of Grantor:

11 800 Ridge Pleny #125  
Broomfield Co 80021

ADVANCEDPEM CONSULTING, INC.

By: Andrew Evans  
Name: ANDREW EVANS  
Title: CFO

[Signature Page to Intellectual Property Security Agreement]

Address of Grantor:

12 Godfrey Pl #2  
Wilton CT 06897

ACCELATIS, LLC

By: Andrew D. Evans

Name: ANDREW D. EVANS

Title: CFO

*[Signature Page to Intellectual Property Security Agreement]*

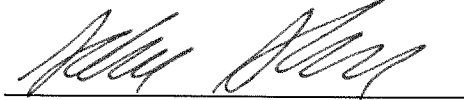
Address of Bank:

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

**BANK:**

**PACIFIC WESTERN BANK**

By:

A handwritten signature in black ink, appearing to read 'Adam Glick', is written over a horizontal line.

Name: Adam Glick

Title: Its Authorized Signatory

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006120 FRAME: 0197**

**EXHIBIT A**  
**COPYRIGHTS**

<b><u>Borrower Name</u></b>	<b><u>Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
ACCELATIS, LLC	NONE		
DATAVAIL CORPORATION	NONE		
NAVANTIS INC.	NONE		
ADVANCEDPEM CONSULTING, INC.	NONE		
DATAVAIL CANADA INC.	NONE		



**EXHIBIT B**  
**PATENTS**

<b><u>Borrower Name</u></b>	<b><u>Description</u></b>	<b><u>Patent Application No./Issued Patent No.</u></b>	<b><u>Application/Issue Date</u></b>
ACCELATIS, LLC	NONE		
DATAVAIL CORPORATION	NONE		
NAVANTIS INC.	NONE		
ADVANCEDPEM CONSULTING, INC.	NONE		
DATAVAIL CANADA INC.	NONE		

**EXHIBIT C**  
**TRADEMARKS**

<b><u>Borrower Name</u></b>	<b><u>Description</u></b>	<b><u>Registration/Serial Number</u></b>	<b><u>Registration/ Application Date</u></b>
ACCELATIS, LLC	NONE		
DATAVAIL CORPORATION	DATAVAIL DELTA	85003763	4/1/2010
	DATAVAIL	85003755	3/31/2010
NAVANTIS INC.	NAVANTIS	TMA579175 (Canada)	4/8/2003
	No idea left behind.	1793144 (Canada)	7/26/2016
ADVANCEDPEM CONSULTING, INC.	NONE		
DATAVAIL CANADA INC.	NONE		