

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LightRiver Technologies, Inc.		06/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	150 N. Meramec Ave		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Chartered Trust Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4335416	NETFLEX	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	3144801500		
Email:	julie.vomund@huschblackwell.com		
Correspondent Name:	Dan Cohn		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Dan Cohn		
SIGNATURE:	/Dan Cohn/		
DATE SIGNED:	09/14/2017		
Total Attachments: 5			
source=EB&T_Lightriver_Trademark_Security_Agreement_(LRT_Software) FINAL#page1.tif			
source=EB&T_Lightriver_Trademark_Security_Agreement_(LRT_Software) FINAL#page2.tif			
source=EB&T_Lightriver_Trademark_Security_Agreement_(LRT_Software) FINAL#page3.tif			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of June 5, 2017, is entered into by and between **LIGHTRIVER SOFTWARE, INC.**, a Delaware corporation (the “Grantor”), and **ENTERPRISE BANK & TRUST** (the “Assignee”), pursuant to (i) that certain Security Agreement, dated as November 4, 2015 (as amended, modified, extended, renewed or replaced from time to time, the “Security Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Loan Agreement, dated as of November 4, 2015 (as amended, modified, extended, renewed or replaced from time to time, the “Loan Agreement”), among the Grantor, the Assignee, and certain other parties.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Loan Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired or arising and wherever located by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means collectively, all of the following: (a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under and acceptance in accordance with any Requirement of Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, any of the foregoing referred to on Schedule A, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world.

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 13.4 of the Loan Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Loan Agreement and Security Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

ENTERPRISE BANK & TRUST

By: _____

Name: James J. Tighe III

Title: Senior Vice President

Address of Assignee:

Enterprise Bank & Trust
150 N. Meramec Ave.
St. Louis, Missouri 63105


Signature Page to Trademark Security Agreement (LightRiver Software, Inc.)

8285226

TRADEMARK
REEL: 006155 FRAME: 0146

GRANTOR:

LIGHTRIVER SOFTWARE, INC.

By: 
Name: Glenn Johansen
Title: Chief Executive Officer

Mailing address:

c/o LightRiver Technologies, Inc.
2150 John Glenn Drive, Suite 200
Concord, CA 94520
Attn: Glenn Johansen

Signature Page to Trademark Security Agreement (LightRiver Software, Inc.)

TRADEMARK
REEL: 006155 FRAME: 0147

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
LightRiver Software, Inc.	USPTO	4335416	April 19, 2011	Unique Computer Services, Inc.	NETFLEX