

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447747

<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>
Compliance Science, Inc.		10/18/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orix Growth Capital, LLC		
<b>Street Address:</b>	485 Lexington Avenue, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5277368	COMPLYSCI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602758299		
<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>	860-275-8285		
<b>Email:</b>	jscheib@rc.com		
<b>Correspondent Name:</b>	Jacqueline P. Scheib		
<b>Address Line 1:</b>	280 Trumbull Street		
<b>Address Line 2:</b>	Robinson & Cole LLP		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Jacqueline P. Scheib		
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/		
<b>DATE SIGNED:</b>	10/18/2017		
<b>Total Attachments: 8</b>			
source=ORIX_ComplySci - EXECUTED IP Security Agreement#page1.tif			
source=ORIX_ComplySci - EXECUTED IP Security Agreement#page2.tif			
source=ORIX_ComplySci - EXECUTED IP Security Agreement#page3.tif			
source=ORIX_ComplySci - EXECUTED IP Security Agreement#page4.tif			
source=ORIX_ComplySci - EXECUTED IP Security Agreement#page5.tif			

OP \$40.00 5277368

source=ORIX\_ComplySci - EXECUTED IP Security Agreement#page6.tif  
source=ORIX\_ComplySci - EXECUTED IP Security Agreement#page7.tif  
source=ORIX\_ComplySci - EXECUTED IP Security Agreement#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), effective as of October 18, 2017, is made by and between **COMPLIANCE SCIENCE, INC.**, a Delaware corporation (“Grantor”), and **ORIX GROWTH CAPITAL, LLC**, a Delaware limited liability company (“Lender”). Capitalized terms used in this Agreement which are not defined herein shall have the meanings set forth in the Loan Agreement (as defined below).

**WHEREAS**, Lender and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and

**WHEREAS**, pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral, including, without limitation, all Intellectual Property (including, without limitation, the Intellectual Property described herein).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

**1. Grant of Security Interest.** To secure all of Grantor’s Obligations to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (other than any Excluded Assets), including without limitation (a) the trademarks and servicemarks listed on **Schedule A** hereto, whether registered or not, and all applications to register and registrations of the same and like protections, but excluding the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, (b) the patents and patent applications listed on **Schedule B** hereto and all like protections including, without limitation, all improvements, provisionals, divisionals, continuations, renewals, reissues, extensions and continuations-in-part of the same, (c) all copyrights, maskworks, software, computer programs and other works of authorship, whether registered or unregistered (including all works based on or derived from or incorporating) and including without limitation those copyrights listed on **Schedule C** hereto, and all extensions and renewals thereof, (d) all rights to recover for past or future infringement of any of the foregoing, (e) all domain name registrations, together with all goodwill of the business connected with or symbolized by the domain names, including, without limitation, those domain name registrations listed on **Schedule D** hereto, (f) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, (g) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing, and (h) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable with respect to any of the foregoing.

2. **Representations and Warranties.** Grantor represents and warrants that (a) listed on **Schedule A** hereto are all unregistered trademarks, trademark registrations and pending trademark applications owned by Grantor, (b) listed on **Schedule B** are all patents and patent applications owned by Grantor, (c) listed on **Schedule C** are all copyrights registrations owned by Grantor, and (d) listed on **Schedule D** are all domain name registrations owned by Grantor.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any domain name registry or other government officials to record and register this Agreement upon request by Lender.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. **Governing Law.** This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor 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 Lender shall retain all rights arising under federal law.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
THE NEXT PAGE IS A SIGNATURE PAGE**

**IN WITNESS WHEREOF**, intending to be legally bound, Grantor has caused this Agreement to be duly executed as of the date first above written.

**GRANTOR:**

**COMPLIANCE SCIENCE, INC.**

By:   
Name: JEAN-MARC LEVY  
Title: CEO

**LENDER:**

**ORIX GROWTH CAPITAL, LLC**

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

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006185 FRAME: 0385**

**IN WITNESS WHEREOF**, intending to be legally bound, Grantor has caused this Agreement to be duly executed as of the date first above written.

**GRANTOR:**

**COMPLIANCE SCIENCE, INC.**

By: \_\_\_\_\_

Name:

Title:

**LENDER:**

**ORIX GROWTH CAPITAL, LLC**

By:  \_\_\_\_\_

Name: Mark Campbell

Title: Authorized Representative

**SCHEDULE A**

**U.S. Registered Trademarks and Service Marks**

Owner	Mark	Reg. No.	Reg. Date
Compliance Science, Inc.	COMPLYSCI	5,277,368	August 29, 2017

**Common Law Marks:**

PTCC

CTRAC

DocVault

**SCHEDULE B**

**Issued Patents and Patent Applications**

None.



SCHEDULE C

U.S. Copyrights

Owner	Title	Reg. No.	Reg. Date
Compliance Science, Inc.	C-TRAC program code.	TX0005839403	09/29/2003

**SCHEDULE D**

Domain Name Registrations

<b>Domain Name</b>	<b>Registrant Owner</b>	<b>Registrant Organization</b>
complysci.uk	Compliance Science	
complysci.co.uk	Compliance Science	
complysci.com	Michael D' Angelo	
complysci.net	Michael D' Angelo	
complysci.co.uk	Michael D' Angelo	Compliance Science