

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455013

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cendyn Group, LLC		12/15/2017	Limited Liability Company: DELAWARE
RoundTableHQ, LLC		12/15/2017	Limited Liability Company: FLORIDA
Central Dynamics, LLC		12/15/2017	Limited Liability Company: DELAWARE
Cendyn Arcaneo, LLC		12/15/2017	Limited Liability Company: FLORIDA
Cendyn Ovations, LLC		12/15/2017	Corporation: FLORIDA
Cendyn, LLC		12/15/2017	Limited Liability Company: FLORIDA
Cendyn Management, Inc.		12/15/2017	Corporation: DELAWARE
Cendyn/One, LLC		12/15/2017	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	CIBC Bank USA
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3931858	ESTATABILITY
Registration Number:	5036540	EINSIGHT
Registration Number:	5021311	CENDYN/ONE
Registration Number:	5021310	CENDYN ONE
Registration Number:	4674028	ARCANEO METRON
Registration Number:	4616430	CENDYN ARCANEO
Registration Number:	4604756	CENDYN SPACES
Registration Number:	4604557	ARCANEO

OP \$840.00 3931858

Property Type	Number	Word Mark
Registration Number:	4567242	EP LITE
Registration Number:	4564225	METRON
Registration Number:	4535080	UORDER ONLINE
Registration Number:	4228031	RFP TOOL KIT
Registration Number:	4200226	ELEADS
Registration Number:	4002308	EPROPOSAL LITE
Registration Number:	3974679	CENDYN 360 ADVERTISING
Registration Number:	3973832	EREPUTATION
Registration Number:	3956163	QUICK QUOTE
Registration Number:	3936088	EPROPOSAL
Registration Number:	3845766	EUPGRADE
Registration Number:	3791691	VISUAL MEETINGS SEARCH ENGINE
Registration Number:	3707344	EINSIGHT
Registration Number:	3681651	EPOSTCARD
Registration Number:	3648978	EMENUS
Registration Number:	3559247	EPRESENTATIONS
Registration Number:	3469911	EBROCHURE
Registration Number:	3302004	CENDYN
Serial Number:	86906682	EPROPOSAL
Serial Number:	86906619	ESURVEY
Serial Number:	86906610	ECONCIERGE
Serial Number:	86862221	EMENUS
Serial Number:	86851904	EMENUS
Serial Number:	86851903	ECONNECTIVITY
Serial Number:	86851901	EBROCHURE

CORRESPONDENCE DATA

Fax Number: 3124996701

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: (312) 499-6700

Email: tapatterson@duanemorris.com

Correspondent Name: Brian P. Kerwin

Address Line 1: 190 South LaSalle Street, Suite 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Brian P. Kerwin
SIGNATURE:	/Brian P. Kerwin/
DATE SIGNED:	12/18/2017

Total Attachments: 11

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of December 15, 2017, is made by **CENDYN GROUP, LLC, ROUNDTABLE HQ, LLC, CENTRAL DYNAMICS, LLC, CENDYN ARCANEO, LLC, CENDYN OVATIONS, LLC, CENDYN, LLC, CENDYN MANAGEMENT, INC.** and **CENDYN/ONE, LLC** (individually and collectively, “**Borrower**”), in favor of **CIBC BANK USA**, an Illinois banking corporation (together with its successors and assigns, “**Lender**”).

RECITALS

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Lender of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Obligations (other than inchoate indemnity obligations), Borrower hereby confirms its grant of (and does hereby grant) to Lender a continuing security interest in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender's security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the payment in full in cash of the Obligations (other than inchoate indemnity obligations) and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole

cost and expense, as shall be necessary solely to evidence termination of the security interest granted by Borrower to Lender in the Intellectual Property.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender; provided, however, Lender is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Borrower after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's obligations hereunder without the prior written consent of Lender.

8. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower, and Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Lender or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

CENDYN GROUP, LLC

By: _____
Name: Charles Deyo
Its: Chief Executive Officer

ROUNDTABLE HQ, LLC

By: _____
Name: Charles Deyo
Its: Chief Executive Officer

CENTRAL DYNAMICS, LLC

By: _____
Name: Charles Deyo
Its: Chief Executive Officer

CENDYN ARCANEQ, LLC

By: _____
Name: Charles Deyo
Its: Chief Executive Officer


CENDYN OVATIONS, LLC

By: _____
Name: Charles Deyo
Its: Chief Executive Officer

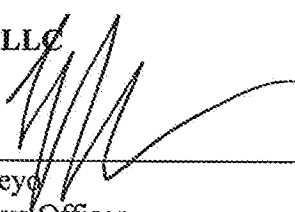
CENDYN, LLC

By: _____
Name: Charles Deyo
Its: Chief Executive Officer

CENDYN MANAGEMENT, INC.

By: 
Name: Charles Deyo
Its: President

CENDYN/ONE, LLC

By: 
Name: Charles Deyo
Its: Chief Executive Officer

Agreed and Accepted:

CIBC BANK USA

By: _____
Name: Joshua Roberts
Its: Managing Director

Signature Page to Confirmatory Grant of Security Interest in Intellectual Property

TRADEMARK
REEL: 006231 FRAME: 0766

CENDYN MANAGEMENT, INC.

By: _____
Name: _____
Its: _____

CENDYN/ONE, LLC

By: _____
Name: _____
Its: _____

Agreed and Accepted:

CHBC BANK USA

By:  _____
Name: Joshua Roberts
Its: Managing Director

Signature Page to Confirmatory Grant of Security Interest in Intellectual Property

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

Cendyn, LLC
(Florida Limited Liability Company)

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
ESTATABILITY	3931858	03/15/11

Central Dynamics, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
EINSIGHT	5036540	09/06/16
CENDYN/ONE	5021311	08/16/16
CENDYN ONE and Design	5021310	08/16/16
ARCANEO METRON	4674028	01/20/15
CENDYN ARCANEO	4616430	10/07/14
CENDYN SPACES	4604756	09/16/14
ARCANEO	4604557	09/16/14
EP LITE	4567242	07/15/14
METRON	4564225	07/08/14
UORDER ONLINE	4535080	05/20/14
RFP TOOL KIT	4228031	10/16/12
ELEADS	4200226	08/28/12
EPROPOSAL LITE	4002308	07/26/11
CENDYN 360 ADVERTISING	3974679	06/07/11
EREPUTATION	3973832	06/07/11
QUICK QUOTE	3956163	05/03/11
EPROPOSAL	3936088	03/22/11
EUPGRADE	3845766	09/07/10
VISUAL MEETINGS SEARCH ENGINE	3791691	05/18/10
EINSIGHT (Stylized)	3707344	11/10/09
EPOSTCARD (Stylized)	3681651	09/08/09
EMENUS (Stylized)	3648978	06/30/09
EPRESENTATIONS (Stylized)	3559247	01/06/09
EBROCHURE (Stylized)	3469911	07/15/08
CENDYN	3302004	10/02/07

Trademark Applications

Mark	Appl. No.	Filing Date
EPROPOSAL	86906682	02/12/16
ESURVEY	86906619	02/12/16
ECONCIERGE	86906610	02/12/16
EMENUS (Stylized)	86862221	12/30/15
EMENUS	86851904	12/17/15
ECONNECTIVITY	86851903	12/17/15
EBROCHURE	86851901	12/17/15

EXHIBIT C

COPYRIGHTS

Central Dynamics, LLC
(Delaware Limited Liability Company)

U.S. Copyright

Copyright Registration

Title	Reg. No.	Reg. Date
Cendyn Website pages.	TX0006600266	12/11/06

RoundTableHQ, LLC
(Florida Limited Liability Company)

U.S. Copyrights

Copyright Registrations

Title	Reg. No.	Reg. Date
GetPlanning 2.0	TXu001729905	11/18/10
GetPlanning.	TXu001698653	06/11/10