

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APPDIRECT, INC.		12/29/2017	Corporation: DELAWARE
STANDING CLOUD DIRECT, INC.		12/29/2017	Corporation: DELAWARE
CLOUD SERVICE PARTNERS, INC.		12/29/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HERCULES CAPITAL, INC., AS AGENT
Street Address:	400 HAMILTON AVE., STE. 310
Internal Address:	ATTN: LEGAL DEPARTMENT
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4827466	APPDIRECT
Registration Number:	4425889	APPDIRECT
Registration Number:	4818120	STANDING CLOUD
Registration Number:	4790750	STANDING CLOUD
Registration Number:	4077982	INTERNET REQUIRED

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

CH \$140.00 4827466

ATTORNEY DOCKET NUMBER:	305866-1031
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	12/29/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of December 29, 2017, by and among HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and APPDIRECT, INC., a Delaware corporation ("AppDirect"), STANDING CLOUD DIRECT, INC., a Delaware corporation ("Standing Cloud") and CLOUD SERVICE PARTNERS, INC. ("Cloud Service"; together with AppDirect and Standing Cloud, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as "Lender"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

[SIGNATURES TO FOLLOW]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

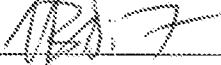
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantors:

650 California Street
Floor 25
San Francisco, CA 94108
Attention: Michael DiFilippo

GRANTORS:

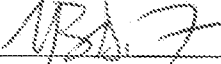
APPDIRECT, INC.

By: 

Name: Michael DiFilippo

Title: Chief Financial Officer

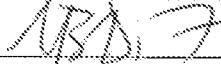
STANDING CLOUD DIRECT, INC.

By: 

Name: Michael DiFilippo

Title: Chief Financial Officer

CLOUD SERVICE PARTNERS, INC.

By: 

Name: Michael DiFilippo

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

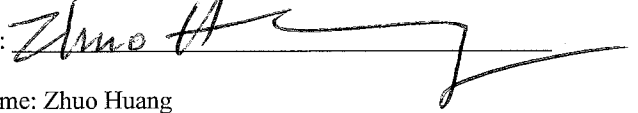
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

<u>Owner</u>	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
AppDirect	Indirect and direct delivery of applications	14/202,993	03/10/14

EXHIBIT C
TRADEMARKS

<u>Owner</u>	<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
AppDirect	APPDIRECT	4,827,466	10/06/15
AppDirect	APPDIRECT	4,425,889	10/29/13
Standing Cloud	STANDING CLOUD	4,818,120	09/22/15
Standing Cloud	STANDING CLOUD	4,790,750	08/11/15
Cloud Service	INTERNET REQUIRED	4,077,982	12/27/11