

1/18/2018

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451331

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of IP Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		11/07/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Bearcub Acquisitions LLC		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Limited Liability Company: UNITED STATES <i>DELAWARE</i> 11/19/18		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4582006	ECLINICALGPS	
Registration Number:	3983947	GREENPHIRE	
Registration Number:	4082034	CLINCARD	
CORRESPONDENCE DATA			
Fax Number:	6504739194		
<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:	6502893060		
Email:	legal@htgc.com		
Correspondent Name:	Hercules Capital, Inc.		
Address Line 1:	400 Hamilton Avenue, Suite 310		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
NAME OF SUBMITTER:	Maritess Escalante		
SIGNATURE:	/Maritess Escalante/		
DATE SIGNED:	11/17/2017		
Total Attachments: 9			
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ASSIGNMENT OF IP SECURITY AGREEMENT

This ASSIGNMENT OF IP SECURITY AGREEMENT (this “**Assignment**”), dated as of November 7, 2017, is by and between Ares Capital Corporation (“**Ares**”), and Bearcub Acquisitions LLC (“**Bearcub**”).

RECITALS:

WHEREAS, Greenphire, Inc., as “Grantor”, and Ares are parties to that Trademark Security Agreement dated as of December 19, 2014 (the “IP Security Agreement”), pursuant to which Grantor granted to Ares a security interest in all of its right, title and interest in, to Trademark Collateral (as defined in the IP Security Agreement);

WHEREAS, the Trademark Collateral was recorded with the United States Patent and Trademark Office on December 23, 2014; and

WHEREAS, pursuant to that Asset Purchase Agreement, dated as of November 1, 2017, by and between Ares Capital Corporation and Bearcub Acquisitions LLC, Ares has assigned to Bearcub all of its rights, remedies, duties and other obligations under, among other documents, the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ares hereby assigns and transfers to Bearcub and its successors and assigns, all of its rights, title and interest in and to the IP Security Agreement and the Trademark Collateral.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Ares and Bearcub have caused this Assignment to be duly executed as of the date first above written.

ARES:

Ares Capital Corporation

By: 

Name: Ian Fitzgerald

Title: Authorized Signatory

BEARCUB:

BEARCUB ACQUISITIONS LLC

By: Melanie Grace

Name: Melanie Grace

Title: General Counsel

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 19, 2014, is made by **GREENPHIRE, INC.**, a Delaware corporation (the "Grantor"), in favor of **ARES CAPITAL CORPORATION**, as Lender ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 19, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between the Grantor, as borrower, and Lender, Lender has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to the Loan Agreement, to Lender a security interest in all of Grantor's Intellectual Property (as defined therein); and

WHEREAS, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make the extension of credit to the Grantor thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of Borrower's Liabilities, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor and Lender hereby acknowledge and agree

that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS AND DECISIONS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

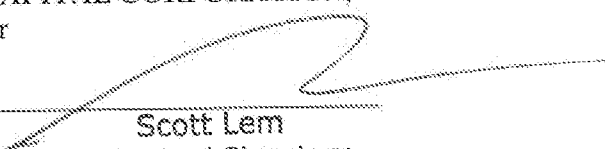
Very truly yours,

GREENPHIRE, INC.,
as Grantor

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Lender

By: 
Name: **Scott Lem**
Title: **Authorized Signatory**

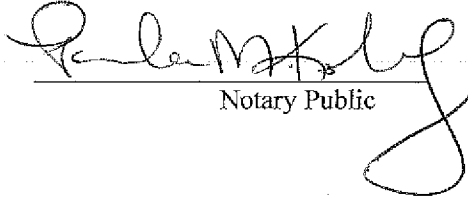
ACKNOWLEDGMENT OF GRANTOR

State of Ohio)

County of Cuyahoga

) ss.

On this 18th day of Dec 2014 before me personally appeared Daniel J. Haynes, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Greenphire, Inc., who being by me duly sworn did depose and say that he is the Vice President and Treasurer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE
ECLINICALGPS	86035019	8/12/13	4582006	8/5/14
GREENPHIRE	85030612	5/5/10	3983947	6/28/11
CLINCARD	85030577	5/5/10	4082034	1/10/12