

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456930

<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>
Patriot Software Company		12/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank		
<b>Street Address:</b>	220 Market Avenue South 5th Floor		
<b>City:</b>	Canton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44702		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2198909	BIG BILLER	
<b>Registration Number:</b>	2177430	RECRUITER'S EXCHANGE	
<b>Registration Number:</b>	2301938	TOP ECHELON	
<b>Registration Number:</b>	2599250	JOB JAVELIN	
<b>Registration Number:</b>	2622173	RECOMMENDED RECRUITER	
<b>Registration Number:</b>	3134648	TOP ECHELON	
<b>Registration Number:</b>	3595817	PATRIOT SOFTWARE	
<b>Registration Number:</b>	3595812	PATRIOT HIRE	
<b>Registration Number:</b>	3595813	PATRIOT PAY	
<b>Registration Number:</b>	3595814	PATRIOT TIME	
<b>Registration Number:</b>	3595816	PATRIOT	
<b>Registration Number:</b>	5026737	CAREER MARKETPLACE WHERE HIRING HAPPENS	
<b>Registration Number:</b>	3033473	STARKJOBS.COM	
<b>Registration Number:</b>	2969482	AKRONWORKS.COM	
<b>Registration Number:</b>	5170080	TOP ECHELON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3304565756		
<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>			

CH \$390.00 2198909

**Phone:** 3304568341  
**Email:** rmoore@bmsa.com  
**Correspondent Name:** Rod A. Moore  
**Address Line 1:** 220 Market Avenue South, Suite 1000  
**Address Line 4:** Canton, OHIO 44702

**NAME OF SUBMITTER:** Rod A. Moore, Esq.

**SIGNATURE:** /Rod A. Moore/

**DATE SIGNED:** 01/05/2018

**Total Attachments: 10**

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**COMMERCIAL SECURITY AGREEMENT**

Principal	Loan Date	Maturity	Loan No	Call/Coli	Account	Officer	Initials
\$7,000,000.00	12-28-2017	12-27-2018					
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any Item above containing "****" has been omitted due to text length limitations.							

Grantors: Patriot Software Company, an Ohio corporation  
 Patriot Software Company, a Delaware corporation  
 Caleb Management, LLC  
 Canaan Properties, LLC

Lender: THE HUNTINGTON NATIONAL BANK  
 Canton Commercial Lending  
 P.O.Box 341470- NC1W25  
 Columbus, OH 43234-9909

4883 Dressler Road NW  
 Canton, Ohio 44718

**THIS COMMERCIAL SECURITY AGREEMENT, dated December 28, 2017 is made and executed between Patriot Software Company, an Ohio corporation, Patriot Software Company, a Delaware corporation, Caleb Management, LLC, an Ohio limited liability company, Canaan Properties, LLC, an Ohio limited liability company, individually and collectively as "Grantor" or "Grantors" and THE HUNTINGTON NATIONAL BANK ("Lender") on the following terms and conditions.**

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantors grant to Lender a security interest in the Collateral to secure all obligations in connection with the Note, and agree that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** "Collateral" means all of the following real and personal property owned by Grantors, whether now owned or existing, or hereafter arising or acquired or received by Grantors, wherever located:

(a) all Accounts; all Inventory; all Equipment and Fixtures; all General Intangibles, Payment Intangibles, and Intellectual Property; all Investment Property and Subsidiary Interests; all Deposit Accounts and any and all monies credited by or due from any financial institution or any other depository; all Goods and other personal property, including all merchandise returned or rejected by Account Debtors, relating to or securing any of the Accounts; all rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; all additional amounts due to Grantors from any Account Debtors relating to the Accounts; other property, including warranty claims, relating to any Goods; all contract rights, rights of payment earned under a contract right, Instruments (including promissory notes), Chattel Paper (including electronic chattel paper), Documents, warehouse receipts, letters of credit, and money; all Commercial Tort Claims (whether now existing or hereafter arising); all Letter-of-Credit Rights (whether or not such Letter of Credit is evidenced by a writing); all Supporting Obligations; all real and personal property of third parties in which Grantors have been granted a lien or security interest as security for the payment or enforcement of Accounts; and any other goods or personal property, if any, in which Grantors may hereafter in writing grant a security interest to Lender hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between Lender and Grantors; and

(b) Grantors' ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by any such Loan Party or in which it has an interest), computer programs, electronic media, tapes, disks and documents relating to subsection (a) of this definition of Collateral; and

(c) all proceeds and products of subsections (a) and (b) of this definition of Collateral in whatever form, including: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (a) Any and all Copyright rights, Copyright applications, Copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired, or held.
- (b) Any and all Patents, and Patent Applications, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations – in part – of the same, inventions, trade secrets, know-how and works of authorship (the "Intellectual Property Rights") now or hereafter existing, created, acquired, or held by Grantors.
- (c) Any Trademark and service mark rights, whether registered or not, applications to register and registrations of the same, and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks.
- (d) Any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above.
- (e) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights.
- (f) All amendments, extensions, and renewals of any of the Copyrights, Patents, or Trademarks.
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

A list of Grantors' intellectual property as of the date hereon is depicted on Exhibit A which is attached hereto and incorporated herein.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantors' accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantors hold jointly with someone else and all accounts Grantors may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantors authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**GRANTORS' REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantors represent, promise, and warrant to Lender that:

**Perfection of Security Interest.** Grantors hereby agree to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Lender's security interest on the Collateral shall constitute a first lien on the Collateral. Upon request of Lender, Grantors will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantors will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

**Notices to Lender.** Grantors will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time in writing) prior to any (1) change in the name of any Grantor; (2) change in Grantors' principal office addresses; (3) change in Grantors' states of organization or formation; (4) conversion of Grantors to a new or different type of business entities; or (5) change in any other aspect of Grantors

that materially affects any agreements between Grantors and Lender. No change in Grantors' names or states of organization or formation will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantors or to which Grantors are a party, and Grantors' certificate or articles of organization, bylaws, operating agreement, and/or other governing documents do not prohibit any term or condition of this Agreement.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, general intangibles, or payment intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable accordance with its terms, is genuine, and fully complies in all material respects with all applicable laws and regulations concerning form, content, and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. So long as this Agreement remains in effect, Grantors shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to and approved by Lender in writing.

**Location of the Collateral.** To the extent practicable, Grantors agree to keep the Collateral at Grantors' respective present business addresses.

**Removal of the Collateral.** Grantors shall not remove the Collateral from their existing location without Lender's prior written consent.

**Transactions Involving Collateral** Grantors shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantors shall not pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, without the prior written consent of Lender. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantors shall immediately deliver any such proceeds to Lender.

**Title.** Grantors represent and warrant to Lender that Grantors hold good and marketable title to the Collateral, free and clear of all liens and encumbrances. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantors shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Financing Statements.** Grantors authorize Lender to file a UCC financing statement or statements, or alternatively, a copy of this Agreement to perfect Lender's security interest in the Collateral. At Lender's request, Grantors additionally agree to sign all other documents that are necessary to perfect, protect, and continue Lenders security interest in the Collateral. Grantors will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantors irrevocably appoint Lender to execute documents necessary to transfer title if there is an Event of Default.

Lender may file a copy of this Agreement as a financing statement as its attorney-in-fact if any Grantor changes its name or address, or the name or address of any person granting a security interest under this Agreement change, Grantors will promptly notify the Lender of such change.

**GRANTORS' RIGHTS TO POSSESSION AND TO COLLECT ACCOUNTS.** Until the occurrence of and continuation of an Event of Default hereunder or under the Loan Documents, Grantors may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the

Loan Documents. Until otherwise notified by Lender, Grantors may collect any of the Collateral consisting of accounts, general intangibles, and payment intangibles. At any time after an Event of Default, Lender may exercise its rights to collect the accounts, general intangibles, and payment intangibles and to notify the account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantors shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantors shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral, or if Grantors fail to comply with any provision of this Agreement or any Loan Documents, including but not limited to Grantors' failure to discharge or pay when due any amounts Grantors are required to discharge or pay under this Agreement or any Related Documents, Lender on Grantors' behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining, and preserving the Collateral. All such reasonable expenditures incurred or paid by Lender for such purposes will then bear interest at the highest rate charged under the Note (including the Default Rate) from the date incurred or paid by Lender to the date of repayment by Grantors. All such reasonable expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each Event of Default as set forth in the Note and Business Loan Agreement shall constitute an Event of Default under this Agreement.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, Lender shall have all the rights of a secured party under the Ohio Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, immediately due and payable, without notice of any kind to Grantors.

**Assemble Collateral.** Lender may require Grantors to deliver to Lender all or any portion of the Collateral and any and all other documents relating to the Collateral. Lender may require Grantors to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantors to take possession of and remove the Collateral. In the event that the Collateral is not segregated from property which is not secured by this Agreement, or if such property is not identifiably distinct from the Collateral, Lender may take such other property, provided that Lender notifies the Grantors and makes reasonable efforts, with the cooperation of Grantors, to identify such property which is not part of the Collateral and to return such property to Grantors.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantors. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantors, and other persons as required by law, reasonable notice of the time and place of any public sale or the time after which any private sale or any other disposition of the Collateral is to be made. The

requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale, and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand with interest at the default interest rate applicable under the Note from date of expenditure until repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver of its choosing appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount.

**Collect Revenues, Apply Accounts.** Lender either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefore and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in actions, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantors, receive, open, and dispose of mail addressed to Grantors; change any address to which mail and payments are sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage or any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantors for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantors shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time, in addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by his Agreement, the Loan Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantors under this Agreement, after Grantors' failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Commercial Reasonableness.** To the extent that any applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, Grantors acknowledge and agree that it is not commercially unreasonable for Lender (i) to fail to incur expenses reasonably deemed significant by Lender to prepare the Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of the Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against customers or other persons obligated on the Collateral or to remove liens on or any adverse claims against the Collateral, (iv) to exercise collection remedies against customers and other persons obligated on the Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of the Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other persons,

whether or not in the same business as any Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of the Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection or disposition of the Collateral or to provide to Lender a guaranteed return from the collection or disposition of the Collateral, or (xii) to the extent deemed appropriate by Lender, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Lender in the collection or disposition of any of the Collateral. Without limitation upon the foregoing, nothing contained in this paragraph shall be construed to grant any rights to any Grantor or to impose any duties on Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this paragraph.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Definitions set forth in the Loan Documents, will apply to words used in this Agreement which are not defined below. Unless specifically stated to the contrary, all references to dollar amounts shall mean amount in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement or the Loan Documents shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrowers.** The word "Borrowers" means Top Echelon, LLC, a Delaware limited liability company, Top Echelon Network, LLC, a Delaware limited liability company, Top Echelon Contracting, LLC, a Delaware limited liability company, and Career Marketplace, LLC, a Delaware limited liability company and all of their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantors' right, title, and interest in and to all the Collateral as described in the "Collateral Description" section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in the Note or Business Loan Agreement.

**Grantors.** The word "Grantors" means Patriot Software Company, an Ohio corporation, Patriot Software Company, a Delaware corporation, Caleb Management, LLC, an Ohio limited liability company, Canaan Properties, LLC, an Ohio limited liability company, and all of their successors and assigns.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note, the Loan Documents, the Related Documents, and any other amounts, including costs and expenses, which Borrowers owes to Lender, now or at any time in the future, including without limitation all principal, interest, costs and expenses and other obligations set forth in any this Note, the Loan Documents, or under any of the Related Documents.

**Lender.** The word "Lender" means THE HUNTINGTON NATIONAL BANK, its successors and assigns.

**Loan.** The words "Loan" or "Loans" mean the \$7,000,000.00 Revolving Line of Credit.



**Loan Documents.** The words "Loan Documents" shall have the meaning ascribed in the Business Loan Agreement.

**Note.** The word "Note" means: the note executed or to be executed by Borrowers to evidence the indebtedness in connection with the Revolving Line of Credit in the original principal amount of \$7,000,000.00, of even date herewith (the "Revolving Line of Credit"); together with all renewals of, extensions of, modifications of, refinancings of, replacements of, consolidations of, and substitutions for such Note.

**Property.** The word "Property" means all of Grantors' right, title and interest in and to all of the property described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents whether now or hereafter existing, executed in connection with the Indebtedness.

**Business Loan Agreement.** The words "Business Loan Agreement" mean the Business Loan Agreement entered into between Borrowers, Guarantors, and Lender, of even date herewith.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Loan Document, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantors agree to pay upon demand all of Lender's reasonable costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantors shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or Injunction), appeals, and any anticipated post-judgment collection services. Grantors also shall pay all court costs and such additional fees as may be directed by the court. All of Lender's reasonable costs and expenses set forth in this paragraph shall be part of the Indebtedness secured by the Collateral, and shall bear interest at the default rate provided in the Note.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Ohio.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantors, shall constitute a waiver of any of Lender's rights or of any of Grantors' obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantors agree to keep Lender informed at all times of Grantors' current address. Unless otherwise provided or required by law, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantors hereby appoint Lender as Grantors' irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantors, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantors will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantors' interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. Except in connection with the Liens, if ownership of the Collateral becomes vested in a person other than Grantors, Lender, without notice to Grantors, may deal with Grantors' successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantors from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantors in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as the Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Jury Waiver.** THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THERE MAY BE A CONSTITUTIONAL RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM, DISPUTE OR LAWSUIT ARISING BETWEEN OR AMONG THEM, BUT THAT SUCH RIGHT MAY BE WAIVED. ACCORDINGLY, THE PARTIES AGREE THAT, NOTWITHSTANDING SUCH CONSTITUTIONAL RIGHT, IN THIS COMMERCIAL MATTER THE PARTIES BELIEVE AND AGREE THAT IT SHALL BE IN THEIR BEST INTERESTS TO WAIVE SUCH RIGHT, AND, ACCORDINGLY, HEREBY WAIVE SUCH RIGHT TO A JURY TRIAL, AND FURTHER AGREE THAT THE BEST FORUM FOR HEARING ANY CLAIM, DISPUTE, OR LAWSUIT, IF ANY, ARISING IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS, OR THE RELATIONSHIP AMONG THE PARTIES HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, OR WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY.

[Signature Page to Follow]

GRANTORS HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 28, 2017.

**Patriot Software Company**

an Ohio corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Patriot Software Company**

a Delaware corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Caleb Management, LLC**

an Ohio limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Canaan Properties, LLC**

an Ohio limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

467140

**EXHIBIT "A"****Issued Patents**

Patent Number	Issue Date
N/A	

**Pending PROVISIONAL Patent Application**

Serial Number	File Date
62/588,478	11/20/2017

**Registered Trademarks**

Registration Number	Registration Date
2,198,909	10/20/1998
2,177,430	7/28/1998
2,301,938	12/21/1999
2,599,250	07/23/2002
2,622,173	09/17/2002
3,134,648	08/29/2006
3,595,817	03/24/2009
3,595,812	03/24/2009
3,595,813	03/24/2009
3,595,814	03/24/2009
3,595,816	03/24/2009
5,026,737	8/23/2016
3,033,473	12/27/2005
2,969,482	07/19/2005
5,170,080	3/28/2017

**Pending Trademark Applications**

Serial Number	File Date
N/A	

**Registered Copyrights**

Registration Number	Registration Date
N/A	

**Pending Copyright Applications**

Serial Number	File Date
N/A	