

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CFACTOR WORKS ULC		11/06/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 West Sixth St, Suite 2230		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86453061	VIBE HCM	
Serial Number:	86453289	VIBE HCM	
CORRESPONDENCE DATA			
Fax Number:	2142737496		
<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:	214.932.6400		
Email:	bsnitkin@mcguirewoods.com		
Correspondent Name:	Ryan Durham		
Address Line 1:	2000 McKinney, Suite 1400		
Address Line 2:	McGuireWoods		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	95870883-0001		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	01/08/2018		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of November 6, 2017 by and between **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership (“**Lender**”), and **CFACTOR WORKS ULC** (“**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of December 23, 2015, as amended by that certain First Loan Modification Agreement and Limited Waiver and Consent, dated as of December 9, 2016, as further amended by that certain Second Amendment to Loan and Security Agreement and Limited Waiver, dated as of January 25, 2017, as further amended by that certain Third Amendment to Loan and Security Agreement and Limited Waiver, dated as of April 20, 2017 and as further amended by that certain Joinder and Fourth Amendment, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement (the "**Secured Obligations**"), 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Attachment. Grantor confirms that value has been given by Lender to Grantor, that Grantor has rights in the Intellectual Property Collateral existing at the date of this Agreement and that Grantor and Lender have not agreed to postpone the time for attachment of the security interest granted hereunder to any of the Intellectual Property Collateral. The security interest granted hereunder shall have effect and be deemed to be effective whether or not the Secured Obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement.

3. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Canadian Intellectual Property

Office and any other government officials to record and register this Agreement upon request by Lender.

4. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

5. 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 Intellectual Property 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.

6. 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.

7. 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.

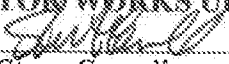
8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

~~CFACTOR WORKS ULC~~


By: Steve Cornell

Title: Secretary and Treasurer

LENDER:

ESCALATE CAPITAL PARTNERS
SBIC III, LP

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: _____

Name: Chris Julich

Title: Manager

TRADEMARK

REEL: 006246 FRAME: 0111

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CFACTOR WORKS ULC

By: _____
Title: _____

LENDER:

ESCALATE CAPITAL PARTNERS
SBIC III, LP

By: Escalate SBIC Capital Management III,
LLC, its general partner

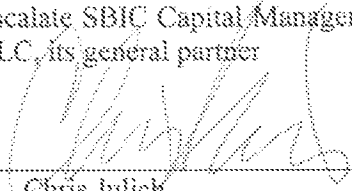
By: 
Name: Chris Julich
Title: Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	Jurisdiction
Universal Portal Technology ('UPT')	1001712	2002-05-24	Canada

EXHIBIT B

Patents

Description


Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

Description	Status	Jurisdiction
 VIBE HCM & Design	Registered App 1701635 App 06-NOV-2014 Reg TMA942231 Reg 04-JUL-2016	Canada
VIBE HCM	Registered App 1701618 App 06-NOV-2014 Reg TMA942234 Reg 04-JUL-2016	Canada
JOE 2.0	Registered App 1414519 App 14-OCT-2008 Reg TMA757802 Reg 26-JAN-2010	Canada
BUILDING COMMUNITIES OUT OF COMPANIES	Registered App 1401488 App 30-JUN-2008 Reg TMA758502 Reg 01-FEB-2010	Canada
CFACTOR	Registered App 1226973 App 16-AUG-2004 Reg TMA642758 Reg 22-JUN-2005	Canada
VIBE HCM	<i>US Trademark</i> RN: 5246800 SN: 86453061 Registered: July 18, 2017	United States
<u>VIBE HCM</u> (Stylized)	<i>US Trademark</i> RN: 5241871 SN: 86453289	United States


Description	Status	Jurisdiction
 The logo for 'vibe HCM' features the word 'vibe' in a bold, lowercase, sans-serif font. Below it, the letters 'HCM' are written in a smaller, uppercase, sans-serif font.	Registered: July 11, 2017	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.