

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZIFT SOLUTIONS, INC.		12/21/2017	Corporation: NORTH CAROLINA
ZIFT CHANNEL SOLUTIONS, INC.		12/21/2017	Corporation: DELAWARE
RELAYWARE, INC.		12/21/2017	Corporation: CALIFORNIA
ZIFT MA SUBSIDIARY, LLC		12/21/2017	Limited Liability Company:
ZIFT CC SUBSIDIARY, LLC		12/21/2017	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 West Sixth Street, Suite 2230		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86188837	ZIFT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	AARON J. PICKELL		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0061		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		

OP \$40.00 86188837

DATE SIGNED:	01/09/2018
---------------------	------------

Total Attachments: 6

source=Zift Intellectual Property Security Agreement, 2017 12 21#page1.tif

source=Zift Intellectual Property Security Agreement, 2017 12 21#page2.tif

source=Zift Intellectual Property Security Agreement, 2017 12 21#page3.tif

source=Zift Intellectual Property Security Agreement, 2017 12 21#page4.tif

source=Zift Intellectual Property Security Agreement, 2017 12 21#page5.tif

source=Zift Intellectual Property Security Agreement, 2017 12 21#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 21, 2017, by and among ZIFT SOLUTIONS, INC., a North Carolina corporation (“*Zift*”), ZIFT CHANNEL SOLUTIONS, INC., a Delaware corporation (“*Holdings*”), RELAYWARE, INC., a California corporation (“*Relayware CA*”), ZIFT MA SUBSIDIARY, LLC, a North Carolina limited liability company (“*Zift MA Sub*”), and ZIFT CC SUBSIDIARY, LLC, a North Carolina limited liability company (“*Zift CC Sub*”, together with Zift, Holdings, Relayware CA, and Zift MA Sub, each a “*Borrower*” and collectively, the “*Borrowers*”), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“*Lender*”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “*Loan Agreement*”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follow]

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.

BORROWERS:

ZIFT CHANNEL SOLUTIONS, INC.,
a Delaware corporation

By: JMFlemmer
Name: Jennifer Fleissner
Title: CFO

ZIFT SOLUTIONS, INC.,
a North Carolina corporation

By: JMFlemmer
Name: Jennifer Fleissner
Title: CFO

RELAYWARE, INC.,
a California corporation

By: JMFlemmer
Name: Jennifer Fleissner
Title: CFO

ZIFT MA SUBSIDIARY, LLC,
a North Carolina limited liability company

By: JMFlemmer
Name: Jennifer Fleissner
Title: CFO

ZIFT CC SUBSIDIARY, LLC,
a North Carolina limited liability company

By: JMFlemmer
Name: Jennifer Fleissner
Title: CFO

Address of Borrowers:

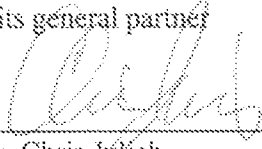
Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

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

By:  _____

Name: Chris Julich

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006246 FRAME: 0310

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

SCHEDULE B
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

SCHEDULE C
Trademarks

Unregistered Trademarks:
Relayware

Software Not Registered:

The Relayware Software as a Service platform including accompanying features and related product modules

Owned by: Relayware Ltd. and Relayware, Inc.

The Zift Solutions Software as a Service platform including accompanying features and related product modules

Owned by: Zift Solutions, Inc.

Trademarks:

Zift Solutions

Filing Date 2-10-2014 / Serial Number: 86188837

Owned by Zift Solutions, Inc.