

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zignal Labs, Inc.		01/11/2018	Corporation:
RECEIVING PARTY DATA			
Name:	North Atlantic Venture V, L.P.		
Street Address:	Two City Center		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5080731	ZIGNAL LABS	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312-977-4400		
Email:	ipdocket@nixonpeabody.com		
Correspondent Name:	Kevin R. Gualano		
Address Line 1:	70 West Madison Street, Suite 3500		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Kevin R. Gualano		
SIGNATURE:	/Kevin R. Gualano/		
DATE SIGNED:	01/11/2018		
Total Attachments: 5			
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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) (this “**Agreement**”) is made as of January 11, 2018 by and between SIGNAL LABS, INC., a Delaware corporation having its principal place of business located at 995 Market Street San Francisco, CA 94103 (the “**Borrower**”) and NORTH ATLANTIC VENTURE V, L.P., a Delaware limited partnership having its principal place of business located at Two City Center, Portland, ME 04101 (the “**Purchaser**”).

All capitalized terms not defined herein but defined in the Pledge and Security Agreement dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Security Agreement**”) by and between the Borrower and the Purchaser, shall have the meanings given to such terms in the Security Agreement.

Preliminary Statements:

WHEREAS, pursuant to that certain Purchase Agreement, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Purchase Agreement**”) by and between the Company and the Purchaser, the Company is issuing and selling, and Purchaser is purchasing from the Company, that certain 12.00% Senior Subordinated Secured Debenture due January 11, 2024 (the “**Debenture**”), made payable to the order of Purchaser, in the aggregate original principal amount of Seven Million Dollars (\$7,000,000);

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the “**Marks**”); and

WHEREAS, in order to induce the Purchaser to enter into the Purchase Agreement, and as a supplement to the Security Agreement, the Purchaser has requested, and the Borrower has agreed to enter into this Agreement.

NOW, THEREFORE, in order to induce the Purchaser to enter into the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Purchaser as follows:


1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Purchase Agreement), the Borrower does hereby grant to the Purchaser a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement.

2. The Borrower and the Purchaser hereby expressly acknowledge and agree that all of the rights and remedies of the Purchaser with respect to the security interest granted hereby are more fully set forth in the Security Agreement.

[Signatures to follow on separate page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

ZIGNAL LABS, INC.

By: 
Name: Joshua Ginsberg
Title: Chief Executive Officer

NORTH ATLANTIC VENTURE FUND
V, L.P.

By: NORTH ATLANTIC INVESTORS
V, LLC, its General Partner

By: _____
Name: David M. Coit
Title: Managing Director

[Signature Page to Security Agreement – Trademarks]

TRADEMARK
REEL: 006247 FRAME: 0885

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

ZIGNAL LABS, INC.

By: _____
Name: Joshua Ginsberg
Title: Chief Executive Officer

NORTH ATLANTIC VENTURE FUND
V, L.P.

By: NORTH ATLANTIC INVESTORS
V, LLC, its General Partner

By: _____
Name: David M. Coit
Title: Managing Director

[Signature Page to Security Agreement -- Trademarks]

TRADEMARK
REEL: 006247 FRAME: 0886

SCHEDULE 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Company:

Trademark	Serial No.	Registration No.	Date of Registration
ZIGNAL LABS	86/894,435	5080731	11/15/2016

[Signature Page to Security Agreement – Trademarks]