# OP \$140.00 87088423

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM458847

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
XMedius Solutions Inc.		01/12/2018	Corporation: CANADA

## **RECEIVING PARTY DATA**

Name:	GLADSTONE CAPITAL CORPORATION
Street Address:	1521 Westbranch Drive
Internal Address:	Suite 100
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Corporation: MARYLAND

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	87088423	XMEDIUS
Serial Number:	87088383	XMEDIUS
Registration Number:	5207251	XMEDIUS SENDSECURE
Registration Number:	3805265	XMEDIUSFAX
Registration Number:	2141285	LIGHTNING FAX

### CORRESPONDENCE DATA

**Fax Number:** 2027995000

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.

**Phone:** 2027994000

**Email:** dctrademarks@dlapiper.com

Correspondent Name: Gregory Esau

Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory Esau
SIGNATURE:	/Gregory Esau/
DATE SIGNED:	01/22/2018

**Total Attachments: 3** 

TRADEMARK REEL: 006253 FRAME: 0427

900436248

source=Gladstone\_XMedius - Grant of Security Interest in IP (January 2018)#page1.tif source=Gladstone\_XMedius - Grant of Security Interest in IP (January 2018)#page2.tif source=Gladstone\_XMedius - Grant of Security Interest in IP (January 2018)#page3.tif

TRADEMARK REEL: 006253 FRAME: 0428

# GRANT OF A SECURITY INTEREST – PATENTS, TRADEMARKS AND COPYRIGHTS

## **January 12, 2018**

WHEREAS, XMedius Solutions Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents") and holds all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered in the United States Copyright Office (the "Copyrights");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 12, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Gladstone Capital Corporation, as the Lender (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, Patents and Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

EAST\150070406.4

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first stated above.

XMEDIUS SOLUTIONS INC.

By:

Name: Brian M. Wall

Title: President

[Signature page to Grant of a Security Interest - Patents, Trademarks and Copyrights]

TRADEMARK REEL: 006253 FRAME: 0430

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

# Trademark Registrations and Applications

Mark	Serial No.	Owner
XMEDIUS logo	87088423	XMedius Solutions Inc.
XMEDIUS	87088383	XMedius Solutions Inc.
XMEDIUS	5207251	XMedius Solutions Inc.
SENDSECURE		
XMEDIUSDOC	4024738	XMedius Solutions Inc.
XMEDIUSFAX	3805265	XMedius Solutions Inc.
LIGHTNING	2141285	XMedius Solutions Inc.
FAX		

# Patents and Patent Applications

<u>Title</u>	Serial No/ Application No	Owner
Scalable NAT traversal	8,825,822	XMedius Solutions Inc.
Fax transmission over the packet network	7,283,270	XMedius Solutions Inc.
Fax transmission over the packet network	7,924,454	XMedius Solutions Inc.
Scalable NAT traversal	9,350,699	XMedius Solutions Inc.
Maintaining Data Security In a Network Device	15/235,182	XMedius Solutions Inc.

# Copyright Registrations and Applications

Title	Serial No	Owner
IBM infoprint	TX0005181141	Interstar Technologies, Inc.
manager for AIX:		
version 3, release 1,		
modification 0.		

EAST\150070406.4

**RECORDED: 01/22/2018** 

TRADEMARK REEL: 006253 FRAME: 0431