

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOUDABILITY INC.		02/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	334 NW 11th Ave.		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87663117	CLOUDABILITY TRUE COST	
Serial Number:	87362315	CLOUDABLE	
Serial Number:	85472319		
Serial Number:	85323306	CLOUDABILITY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7037125390		
Email:	mguidry@mcguirewoods.com		
Correspondent Name:	Melissa Guidry		
Address Line 1:	1750 Tysons Blvd		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Melissa Guidry		
SIGNATURE:	/Melissa Guidry/		
DATE SIGNED:	02/13/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 12, 2018 by and between CLOUDABILITY INC., a Delaware corporation ("**Borrower**"), 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 Borrower under that certain Loan and Security Agreement by and between Lender and Borrower 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, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which 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 follows]


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.

Address of Borrower:

334 NW 11th Ave.
Portland, Oregon 97209

BORROWER:

CLOUDABILITY INC.,
a Delaware corporation

By: 
Name: Matthew Ellev
Title: Founder CEO

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: Ross Cockrell

Title: Manager

SCHEDULE A
Copyrights

None.

SCHEDULE B
Patents

COUNTRY	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
US	09/070664	4/30/1998	6073182	6/6/2000

SCHEDULE C
Trademarks

COUNTRY	WORD MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
AUSTRALIA	CLOUDABLE	1830978	3/9/2017			PENDING
AUSTRALIA	CLOUDABILITY	1707421	7/16/2015	1707421	7/16/2015	REGISTERED
CHINA	CLOUDABILITY in Chinese characters 	TBD	01/29/2018			PENDING
EUROPEAN UNION	CLOUDABILITY	CTM012452017	12/20/2013	CTM012452017	1/2/2015	REGISTERED
EUROPEAN UNION	CLOUDABLE	CTM016453532	3/9/2017	CTM016453532	7/10/2017	REGISTERED
EUROPEAN UNION		CTM011283868	10/22/2012	CTM011283868	3/6/2013	REGISTERED
GERMANY	CLOUDABILITY	3020120048331	5/15/2012	3020120048331	8/3/2012	REGISTERED
INDIA	CLOUDABILITY	3429538	12/08/2016			PENDING
JAPAN	CLOUDABILITY	2016-138353	12/8/2016	5969758	08/04/2017	REGISTERED
NEW ZEALAND	CLOUDABILITY	1062048	3/9/2017	1062048	9/12/2017	REGISTERED
UNITED KINGDOM	CLOUDABILITY	UK00002621114	5/16/2012	UK00002621114	08/24/2012	REGISTERED
UNITED KINGDOM	CLOUDABLE	UK00003217665	03/09/2017	UK00003217665	06/16/2017	REGISTERED
USA	CLOUDABILITY TRUE COST	87/663117	10/27/2017			PENDING
USA	CLOUDABLE	87/362315	3/7/2017			PENDING
USA		85/472319	11/14/2011	4171523	7/10/2012	REGISTERED
USA	CLOUDABILITY	85/323306	5/17/2011	4083170	1/10/2012	REGISTERED

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