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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM462791

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Nxedge Inc. of Boise	ge Inc. of Boise		Corporation:	

### **RECEIVING PARTY DATA**

Name:	CADENCE BANK, N.A.			
Street Address:	2800 Post Oak Boulevard, 38th Floor			
City:	Houston			
State/Country: TEXAS				
Postal Code: 77056				
Entity Type: National Banking Association: UNITED STATES				

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3059464	NXEDGE

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** sbayer@nathansommers.com

Correspondent Name: Shanna Bayer

**Address Line 1:** 2800 Post Oak Boulevard, 61st Floor

Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Shanna Bayer
SIGNATURE:	/s/ Shanna Bayer
DATE SIGNED:	02/21/2018

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> TRADEMARK REEL: 006278 FRAME: 0735

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 7<sup>th</sup> day of February, 2018, between NXEDGE INC. OF BOISE, a Delaware corporation, having a place of business at 7500 W. Mossy Cup Street, Boise, Idaho 83709 ("Grantor"), and CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, 38<sup>th</sup> Floor, Houston, Texas 77056, as agent for Lenders (hereinafter defined) ("Agent").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, TCFII NXEDGE LLC, a Delaware limited liability company, the financial institutions described therein as lenders (collectively, "Lenders"), and Agent have entered into that certain Credit Agreement dated as of February 7, 2018 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 7, 2018, between Grantor and Agent (the "Security Agreement"), Grantor has granted to Agent a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Grantor does hereby grant to Agent a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications, including those referred to on Schedule A hereto, now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Credit Agreement) to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
- 2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and

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include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

**GRANTOR:** 

**NXEDGE INC. OF BOISE** 

Conner Searce

Vice President

AGENT:

CADENCE BANK, N.A., as Agent

achel Heath

Assistant Vice President

# **SCHEDULE A**

Registered Trademarks					
Country	Word Mark	Owner	Serial No.	Registration	Registration Date
				No.	
USA	NxEdge	Grantor	78321871	3059464	February 14, 2006

Pending Trademark Applications					
Country	Word Mark	Owner	Serial No.	Filing Date	
NONE	NONE	NONE	NONE	NONE	

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**RECORDED: 02/21/2018**