### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM463538

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRESAN MANAGEMENT, LLC		04/06/2011	Limited Liability Company: GEORGIA

### **RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Dr.
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5399336	MDL AUTOMATION
Registration Number:	5203164	MDL BLOODHOUND
Registration Number:	5030717	DISPATCH MASTER

### **CORRESPONDENCE DATA**

Fax Number: 4088524475

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: 4088417195

Email: dsanchezbentz@vlplawgroup.com

Diana Sanchez Bentz **Correspondent Name:** 

Address Line 1: 235 Victoria Dr. Address Line 2: VLP Law Group LLP

Address Line 4: Gilroy, CALIFORNIA 95020

NAME OF SUBMITTER: Diana Sanchez Bentz

**SIGNATURE:** /dsb1068/ **DATE SIGNED:** 02/27/2018

**Total Attachments: 7** 

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 2, 2011 by and between SILICON VALLEY BANK ("Bank") and CRESAN MANAGEMENT, LLC ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above:
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page 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.

	GRANTOR:
Address of Grantor:	CRESAN MANAGEMENT, LLC
30 Mansell Court, Suite 220 Roswell, GA 30076	By: Acrose A. Coto
Attn: George Cresto	Title: President
	BANK;
Address of Bank:	SILICON VALLEY BANK
3353 Peachtree Road, NE	- Africa
North Tower, Suite M-10 Atlanta, GA 30326	By:
Attn: Chris Stanlev	Title: Vice Levidan

## EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application <u>Date</u>

NONE

# EXHIBIT B

### Patents

Description	Registration/ Application Number	Registration/ Application <u>Date</u>
AUTOMATED SYSTEM AND METHOD FOR NOTIFYING A SERVICE PROVIDER OF THE ARRIVAL OF A VEHICLE	US20100082569 12/566,474	04/01/2010 09/24/2009
TRACKING AUTOMOTIVE VEHICLES IN A DEALER LOT	US20080231446 11688940	09/25/2008

# EXHIBIT C

## Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
MDL AUTOMATION	5399336	2/13/2018
MDL BLOODHOUND	5203164	5/16/2017
DISPATCH MASTER	5030717	8/30/2016
SERVICE DRIVE CONCIERGE	4558728	7/1/2014

### EXHIBIT D

Mask Works

Description

Registration/ Application <u>Number</u> Registration/ Application <u>Date</u>

NONE

TRADEMARK REEL: 006280 FRAME: 0698

**RECORDED: 02/27/2018**