

900434114 01/02/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nerve Software, LLC		12/29/2017	Limited Liability Company: UNITED STATES <i>Texas</i>

RECEIVING PARTY DATA

Name:	Montgomery Capital Partners II, LP
Street Address:	2500 N Dallas Parkway
Internal Address:	Suite 300
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	Limited Partnership: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4517699	BURNSTAR

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: adamani@mca-texas.com
 Correspondent Name: Sharla Gunn, Montgomery Capital Advisers
 Address Line 1: 2500 N Dallas Parkway
 Address Line 2: Suite 300
 Address Line 4: Plano, TEXAS 75093

NAME OF SUBMITTER:	Ali Damani
SIGNATURE:	/Ali Damani/
DATE SIGNED:	01/02/2018

Total Attachments: 4

- source=Executed_IP Securty Agreement#page1.tif
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- source=Executed_IP Securty Agreement#page4.tif

OP \$40.00 4517699

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of December 29, 2017, is executed by Nerve Software, LLC (together with its permitted successors and assigns, the "Company"), in favor of Montgomery Capital Partners II, LP, a Texas limited partnership (the "Secured Party").

Recitals

A. Reference is made to the Security Agreement, dated as of the date hereof (as amended, restated modified or otherwise supplemented from time to time, the "Security Agreement"), executed by the Company, along with certain of its affiliates, in favor of the Secured Party; and

B. The Company owns the registered patents and trademarks and applications therefor more particularly described on Schedules A and B, respectively, annexed hereto as part hereof (collectively, the "Intellectual Property").

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to Secured Party a security interest in the Intellectual Property to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement.

1. The Company hereby represents that Schedules A and B hereto contain a complete list, as of the date hereof, of registrations or applications for registration of patents and trademarks in or to which the Company has any right, title, interest, claim or demand. After the date hereof, the Company shall provide the Secured Party with prompt written notice of any addition or change to Schedule A or B necessary to maintain the completeness or accuracy of such schedule. The Company shall execute any amendments, supplements or restatements of this Agreement as the Secured Party may reasonably request in order to perfect or maintain the Secured Party's lien in the Intellectual Property.

2. The Company hereby grants to the Secured Party a security interest to secure the prompt payment, performance and observance of the Obligations, in all right, title and interest of the Company in and to all Intellectual Property, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Promissory Note, dated as of the date hereof, executed by the Company in favor of the Secured Party.

3. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed as of the day and year first written above.

NERVE SOFTWARE, LLC

By: 

Name: Brandon James

Title: Manager

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

TRADEMARKS

Mark	Reg. No	Reg. Date	Status
BURNSTAR	4517699	4/22/2014	Issued, Active
Outgun	-	-	Pending Trademark