

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZILLIANT INCORPORATED		06/16/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK (as successor in interest by merger to Square 1 Bank)		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	State Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87734600	ZILLIANT	
<b>Serial Number:</b>	87420860	ZILLIANT DEAL IQ	
<b>Serial Number:</b>	87420848	ZILLIANT PRICE IQ	
<b>Serial Number:</b>	87420887	ZILLIANT	
<b>Serial Number:</b>	87420831	ZILLIANT SALES IQ	
<b>Serial Number:</b>	87420815	ZILLIANT ACTION IQ	
<b>Serial Number:</b>	87420792	ZILLIANT IQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>			
<b>Phone:</b>	(919) 314-3114		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		

CH \$190.00 87734600

<b>SIGNATURE:</b>	/NICHOLAS NANCE-JLT/
<b>DATE SIGNED:</b>	03/20/2018
<b>Total Attachments: 6</b> source=Zilliant --Updated IPSA -- execution- March 2018#page1.tif source=Zilliant --Updated IPSA -- execution- March 2018#page2.tif source=Zilliant --Updated IPSA -- execution- March 2018#page3.tif source=Zilliant --Updated IPSA -- execution- March 2018#page4.tif source=Zilliant --Updated IPSA -- execution- March 2018#page5.tif source=Zilliant --Updated IPSA -- execution- March 2018#page6.tif	

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of June 16, 2014 by and between **SQUARE 1 BANK** ("**Bank**") and **ZILLIANT INCORPORATED**, a Delaware corporation ("**Grantor**").

### **RECITALS**

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 on or about the date hereof (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).

**B.** Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its Obligations to Bank, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

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.

Grantor represents and warrants as of the date hereof and as of any date that updates to Exhibits A, B and C are made in accordance with the Loan Agreement that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Bank agrees to release its security interest in the Intellectual Property upon payment in full of all outstanding Obligations (other than inchoate indemnity obligations) owed Bank under the Loan Agreement and termination of Bank's obligation to make Credit Extensions thereunder.

**SIGNATURE PAGE FOLLOWS**

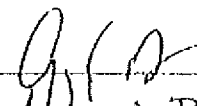
IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ZILLIANT INCORPORATED

720 Brazos Street, Suite 600  
Austin, TX 78701


By:   
Name: Gregory A. Peter  
Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By:   
Name: Mark Simmeson  
Title: AVP

*{Signature Page to Intellectual Property Security Agreement}*

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Zilliant Inc. copyright © 2011



**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
NONE		

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Method And System For Generating Pricing Recommendations	8374906	2-12-2013
Method And System For Estimating Demand Model Parameters When Losses Are Unobserved	12276033 (ABANDONED)	11-21-2008
System And Method For Identifying And Presenting Business-To-Business Sales Opportunities	13626786 (ABANDONED)	9-25-2012
System And Method For Identifying And Presenting Business-To-Business Sales Opportunities	13654683 (There is no publication data found on this application number)	10-18-2012
System And Method For Efficiently Estimating A Reliable Price Elasticity Of Demand Using The Joint Demand Model	13766552 (ABANDONED)	2-13-2013
System And Method For Identifying And Presenting Business-To-Business Sales Opportunities	13765438 (8775231)	2-12-2013 (7-18-2014)
System And Method For Efficiently Estimating A Reliable Price Elasticity Of Demand Using The Joint Demand Model	13523263 (ABANDONED)	6-14-2012
System And Method For Identifying Optimal Allocations Of Production Resources To Maximize Overall Expected Profit	14473264 (ABANDONED)	8-29-2014

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
MARGINMAX	4457551	10-15-2013
SALESMAX	4453460	12-24-2013
ZILLIANT	4439666	11-26-2013
MONEY MAP	85758950 (DEAD)	10-19-2012
ZILLIANT	2556464	4-2-2002
SALESMAX MONEY MAP	86266292 (DEAD)	4-29-2014
GROW SMARTER	86500196	1-10-2015
MARGINMAX RAMP	86860410	12-29-2015
GROW SMARTER	86960072	3-31-2016
MARGINMAX PRICE CONNECT	86726739	4-5-2016
SALESMAX	86726718	8-17-2015
ZILLIANT	87734600	12-26-2017
ZILLIANT DEAL IQ	87420860	4-21-2017
ZILLIANT PRICE IQ	87420848	4-21-2017
zilliant	87420887	4-21-2017
ZILLIANT SALES IQ	87420831	4-21-2017
ZILLIANT ACTION IQ	87420815	4-21-2017
ZILLIANT IQ	87420792	4-21-2017