

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROWZ LLC		03/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 SOUTH WACKER DRIVE, 5TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5249806	BROWZ ONEVIEW	
Registration Number:	5330319	SURE WORKFORCE	
Registration Number:	5309036	SURE QUALIFY	
Registration Number:	5309037	READY SOURCE	
Registration Number:	3236099	BROWZ	
Registration Number:	3103252	BROWZ	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0145		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/kja/		
DATE SIGNED:	03/06/2018		

OP \$165.00 5249806

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of March 2, 2018, is made by BROWZ LLC, a Delaware limited liability company (the “Grantor”), in favor of GOLUB CAPITAL LLC (“Agent”) in its capacity as administrative agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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 of 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, re-examination certificates, utility models, 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 Exhibit C 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, 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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:

BROWZ LLC,
a Delaware limited liability company

By: _____

Name Jonathan Spira

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

AGENT:

Golub Capital LLC

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006301 FRAME: 0940

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Application Number Application Date	Publication Number Publication Date	Owner
System and method for informing business management personnel of business risk	US11/963600 12/21/2007	US8055528 11/8/2011	Browz LLC
Server-side scripting language and programming tool	US09/266357 3/11/1999	US6470349 10/22/2002	Browz LLC
System and method for informing business management personnel of business risk	EP2008867662A 12/11/2008	EP2235671A4 2/15/2012	Browz LLC

EXHIBIT C

Trademarks




Trademark	Database	Status	Owner	Application Number Application Date	Registration Number Registration Date
BROWZ SITECHECK	U.S. Federal	Pending Intent to Use	Browz LLC	87648225 10/17/2017	
BROWZ ONEVIEW 	U.S. Federal	Registered	Browz LLC	87250837 11/29/2016	5249806 7/25/2017
SURE CARRIER	U.S. Federal	Published (Pending) Intent to Use	Browz LLC	87127704 8/4/2016	
SURE WORKFORCE	U.S. Federal	Registered	Browz LLC	86853494 12/18/2015	5330319 11/7/2017
SURE QUALIFY	U.S. Federal	Registered	Browz LLC	86853447 12/18/2015	5309036 10/17/2017
READY SOURCE	U.S. Federal	Registered	Browz LLC	86853562 12/18/2015	5309037 10/17/2017
SURE AUDIT	U.S. Federal	Published (Pending) Intent to Use	Browz LLC	86853516 12/18/2015	
BROWZ	U.S. Federal	Registered Certification	Browz LLC	78719781 9/23/2005	3236099 5/1/2007
BROWZ 	U.S. Federal	Renewed (Registered)	Browz LLC	78522941 11/24/2004	3103252 6/13/2006
BROWZ	Canada	Registered (Registered)	Browz LLC	1500780	TMA814705
BROWZ 	EU trade marks	Registration (Registered)	Browz LLC	9456898 10/19/2010	9456898 4/1/2011

EXHIBIT D

Mask Works

None.