

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECHO360, INC.		03/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL II, LP		
Street Address:	2 WISCONSIN CIRCLE		
Internal Address:	SUITE 700		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3595721	ECHO360	
Registration Number:	5005215	ACTIVE LEARNING PLATFORM	
Serial Number:	87189314	ECHO360 CONTINUING EDUCATION	
Registration Number:	5026201	ECHO360 ACTIVE LEARNING	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			
Phone:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	251096.000004		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	04/05/2018		

CH \$115.00 3595721

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2018 by and between **Multiplier Capital II, LP** (“Multiplier”) and **Echo 360 Holdings, Inc.**, a Delaware corporation, **Echo360, Inc.**, a Delaware corporation, and **Echo360 Continuing Education, LLC**, a Virginia limited liability company (collectively, jointly and severally, “Grantor”), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated March 30, 2018 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured

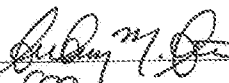
Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

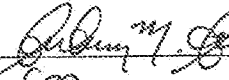
Address of Grantor:

11955 Freedom Drive
Suite 700
Reston, Virginia 20190

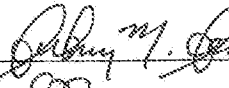
Echo360, Inc.

By 
Title COO

Echo 360 Holdings, Inc.

By 
Title COO

Echo360 Continuing Education, LLC

By 
Title COO

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By _____
Title _____

[Signature Page--Intellectual Property Security Agreement]

Address of Grantor:

Echo360, Inc.

11955 Freedom Drive
Suite 700
Reston, Virginia 20190

By _____
Title _____

Echo 360 Holdings, Inc.

By _____
Title _____

Echo360 Continuing Education, LLC

By _____
Title _____

Address of Multiplier:

Multiplier Capital II, LP

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

By: Multiplier Capital II GP, LLC,
Its General Partner

By *Xavier P. Skud*
Title *Managing Member*

[Signature Page---Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Schedule A

Trademarks

Echo360 (United States)	3595723	3/24/2009
Echo360 (Australia)	1214000	12/6/2007
Echo360 (European Community)	6498117	12/9/2007
Echo360 (Saudi Arabia)	97/1437	5/22/2013
Echo360 (Hong Kong)	302600289	7/5/2014
Echo360 SafeCapture HD (Hong Kong)	302600289	5/7/13
Active Learning Platform (United States)	5005215	7/19/2016
Echo360 Continuing Education (United States)	US Serial #7189314	Pending
Echo360 Active Learning Platform (United States)	5026201	8/23/2016
Axiate Technology, LLC	3656798	
Conference.cast	75/421,721	
Net Score	2688931	
Net Score & Design	2659543	

Echo360 Disclosure Schedule 19 March 2018

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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**Schedule B
Patents**

Embedded Appliance for Multi-media Capture	USA	Patent No. 7,720,251	Issue Date 5/18/2010
Embedded Appliance for Multi-media Capture	USA	Patent No. 8,068,637	Issue Date 11/29/2011
Embedded Appliance for Multi-media Capture	USA	Patent No. 8,503,716	Issue Date 8/6/2013
Embedded Appliance for Multi-media Capture	USA	Patent No. 9,071,746	Issue Date 6/30/2015
Embedded Appliance for Multi-media Capture	USA	Patent No. 9,819,973	Issue Date 11/14/2017
Methods and Apparatus for an Embedded Appliance	USA	Patent No. 9,003,061	Issue Date 4/7/2015
Methods and Apparatus for an Embedded Appliance	USA	Patent No. 9,310,045	Issue Date 11/29/16
Methods and Apparatus for an Embedded Appliance	USA	Pub. No. 2017/0070760	Pub. Date 3/9/2017
Methods And Apparatus For Ordered Serial	USA	Appin. No. 62/503,428	Appin. Date 5/9/2017
Synchronization Of Multimedia Streams Upon Sensor Changes			
Embedded Appliance for Multi-media Capture	Australia	Reg. No. 2,007,260,845	Reg. Date 1/31/2012
Embedded Appliance for Multi-media Capture	Australia	Reg. No. 2,012,202,843	Reg. Date 11/21/2013
Embedded Appliance for Multi-media Capture	Australia	Reg. No. 2,013,254,937	Reg. Date 9/22/2016
Embedded Appliance for Multi-media Capture	Australia	Appin. No. 2016225817	Appin. Date 6/22/2007
Methods And Apparatus For An Embedded Appliance	Australia	Appin. No. 2017200866	Appin. Date 6/29/2012
Embedded Appliance for Multi-media Capture	Canada	Reg. No. 2,656,826	Reg. Date 2/16/2016
Embedded Appliance for Multi-media Capture	Canada	Appin. No. 2,914,803	Appin. Date 6/22/2007
Methods And Apparatus For An Embedded Appliance	Canada	Appin. No. 2,849,579	Appin. Date 6/29/2012
Embedded Appliance for Multi-media Capture	China	Reg. No. ZL200780039402.2	Reg. Date 7/31/2013
Embedded Appliance for Multi-media Capture	China	Reg. No. ZL201310271947.1	Appin. Date 11/30/2015
Embedded Appliance for Multi-media Capture	China	Pub. No. CN103411915A	Pub. Date 2/15/2017
Methods And Apparatus For An Embedded Appliance	China	Appin. No. 201280038032.X	Appin. Date 6/29/2012
Embedded Appliance for Multi-media Capture	Europe	Appin. No. 07812250.4	Appin. Date 6/22/2007
Methods And Apparatus For An Embedded Appliance	Europe	Appin. No. 12804521.8	Appin. Date 6/29/2012
Embedded Appliance for Multi-media Capture	Hong Kong	Reg. No. 1136063	Reg. Date 4/17/2014
Embedded Appliance for Multi-media Capture	Hong Kong	Appin. No. 14109090.9	Appin. Date 6/22/2007
Methods And Apparatus For An Embedded Appliance	Hong Kong	Pub. No. 1200625A	Pub. Date 8/7/2015
Embedded Appliance for Multi-media Capture	Mexico	Reg. No. 299,489	Reg. Date 5/24/2012
Embedded Appliance for Multi-media Capture	Mexico	Reg. No. 312,801	Reg. Date 8/30/2013
Embedded Appliance for Multi-media Capture	Mexico	Reg. No. 324723	Reg. Date 10/22/2014
Methods And Apparatus For An Embedded Appliance	New Zealand	Reg. No. 619460	Reg. Date 3/3/2015
Embedded Appliance for Multi-media Capture	Taiwan	Reg. No. I501634	Reg. Date 9/21/2015
Method and system for the storage and retrieval of web-based education materials	USA	Patent No. 6,789,228	Reg. Date 9/7/2004
Enhanced capture, management and distribution of live presentations	USA	Patent No. 8,286,070	Reg. Date 10/9/2012
Enhanced capture, management and distribution of live presentations	USA	Patent No. 8,918,708	Reg. Date 12/23/2014
Enhanced capture, management and distribution of live presentations	USA	Patent No. 9,837,077	Reg. Date 12/5/2017
Enhanced capture, management and distribution of live presentations	USA	Patent No. 7,689,898	Reg. Date 03/20/2010

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		