

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FutureSimple Inc.		05/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4171447	BASE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	John P. Halski		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	119873.0009		
NAME OF SUBMITTER:	John P. Halski		
SIGNATURE:	/John P. Halski/		
DATE SIGNED:	05/04/2018		
Total Attachments: 5			
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OP \$40.00 4171447

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 2, 2018, by and between FUTURESIMPLE INC, a Delaware corporation, (D/B/A BASE CRM), (the "Company"), in favor of CIBC BANK USA (the "Bank") pursuant to the Loan and Security Agreement referred to below.

RECITALS

A. The Company and the Bank entered into that certain Loan and Security Agreement of even date herewith (the "Loan and Security Agreement"), pursuant to which the Bank is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to the Company.

B. In order to secure the Financial Accommodations, the Company has granted to the Bank a security interest and lien in and to all of the Company's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever.

C. One of the requirements of the Loan and Security Agreement and the other Loan Documents (as such term is defined in the Loan and Security Agreement) is that the Company shall have executed and delivered this Agreement to the Bank.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of the Company and the Bank set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company covenants unto and agrees with the Bank as follows:

1. Defined Terms. Capitalized terms used but not elsewhere defined in this Agreement shall have the respective meanings ascribed to such terms in the Loan and Security Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Company's business symbolized by the foregoing or connected therewith, and (vi) all of the Company's rights corresponding thereto throughout the world.

2. Grant Of Security Interest In Trademark Collateral. To secure the Obligations, the Company hereby grants to the Bank a continuing first priority security interest in all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. Agreement; Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Loan and Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization To Supplement. The Company hereby authorizes the Bank unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks therefor of the Company. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.


7. Assignments. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Bank and its successors and permitted assigns.

8. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Company has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FUTURESIMPLE INC. (D/B/A BASE CRM)

By: 
Name: _____
Title: _____

ACCEPTED AND AGREED:

CIBC BANK USA

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Company has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FUTURESIMPLE INC. (D/B/A BASE CRM)

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

CIBC BANK USA

By: 
Name: John C. Hark
Title: Assistant Manager, DFO

Signature Page to
Trademark Security Agreement

SCHEDULE I

Trademark	Jurisdiction	Class	Reg. No.	Serial No.	App. Date	Status	Owner
Base	US	42	4171447	85471288	11/13/11	Live	FutureSimple Inc.