

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRAGMATIC WORKS SOFTWARE, INC.		04/27/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5282695	STOP BAD DATA LEGITEST.COM	
Registration Number:	5350469	PRAGMATIC WORKS	
Registration Number:	4881660	BIXPRESS	
Registration Number:	4898299	PRAGMATIC WORKS	
Registration Number:	4900921	LEGITEST	
Registration Number:	4125636	BI XPRESS	
Registration Number:	4154135	BI DOCUMENTER	
Registration Number:	4154120	TASK FACTORY	
Registration Number:	4469277	DBA XPRESS	
Registration Number:	4341096	BI BLITZ	
Registration Number:	4356412	BI QUICK START	
Registration Number:	4174559	MAKING BUSINESS INTELLIGENT	
Registration Number:	4149239	PRAGMATIC WORKS	
CORRESPONDENCE DATA			
Fax Number:	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>			

CH \$340.00 5282695

Phone: 919-314-3086
Email: diligencereview@square1bank.com
Correspondent Name: PACIFIC WESTERN BANK
Address Line 1: 406 BLACKWELL STREET
Address Line 2: SUITE 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER: NICHOLAS NANCE

SIGNATURE: /NICHOLAS NANCE- adb/

DATE SIGNED: 05/04/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 27, 2018 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**"), and **PRAGMATIC WORKS SOFTWARE, INC.**, a Florida 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 August 18, 2015 (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 under the Loan Agreement and the other Loan Documents now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (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 and to the extent of any inconsistency between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall govern. 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 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.

SIGNATURE PAGE FOLLOWS

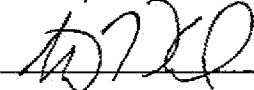
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8936 North Pointe Executive Park Drive
Suite 200
Huntsville, NC 28078

**PRAGMATIC WORKS
SOFTWARE, INC.**

By:  _____

Name: Steve Krol

Title: Treasurer and Secretary

Address of Bank:

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

BANK:

PACIFIC WESTERN BANK

By: _____

Name: _____

Title: _____

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:

Address of Grantor:

8936 North Pointe Executive Park Drive
Suite 200
Huntsville, NC 28078

**PRAGMATIC WORKS
SOFTWARE, INC.**

By: _____

Name: _____

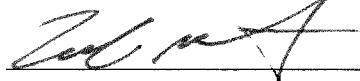
Title: _____

BANK:

Address of Bank:

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

PACIFIC WESTERN BANK

By: 

Name: Zack Mansfield

Title: SVP







EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
 (Illustration/Drawing w/Words)	5282695	9/05/2017
Pragmatic Works (Illustration/Drawing w/Words)	5350469	12/05/2017
 BixPRESS (Illustration/Drawing w/Words)	4881660	1/05/2016
PRAGMATIC WORKS (Illustration/Drawing w/Words)	4898299	2/09/2016
 (Illustration/Drawing w/Words)	4900921	2/16/2016
 (Illustration/Drawing w/Words)	4125636	2/16/2016
 (Illustration/Drawing w/Words)	4154135	6/05/2012
Task Factory (Standard Character Mark)	4154120	6/05/2012
DBA xPress (Standard Character Mark)	4469277	1/21/2014
BI Blitz (Standard Character Mark)	4341096	5/28/2013
BI Quick Start (Standard Character Mark)	4356412	6/25/2013
Making Business Intelligent (Standard Character Mark)	4174559	7/17/2012
 (Illustration/Drawing w/Words)	4149239	5/29/2012