

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Building Engines, Inc.		05/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Orix Growth Capital, LLC		
Street Address:	485 Lexington Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3916622	BUILDING ENGINES	
Serial Number:	87760096	TENANT PULSE	
Serial Number:	87214450	BUILDING ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	05/22/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), effective as of May 22, 2018, is made by and between **BUILDING ENGINES, INC.**, a Delaware corporation (“Grantor”), and **ORIX GROWTH CAPITAL, LLC**, a Delaware limited liability company (“Lender”). Capitalized terms used in this Agreement which are not defined herein shall have the meanings set forth in the Loan Agreement (as defined below).

WHEREAS, Lender, Grantor and Database International Group, Inc., a Vermont corporation, are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of its Collateral, including, without limitation, all Intellectual Property (including, without limitation, the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** To secure all of Grantor’s Obligations to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property, including without limitation: (a) the trademarks and servicemarks listed on **Schedule A** hereto, together with the goodwill connected with the use thereof and symbolized thereby, whether registered or not, and all applications to register and registrations of the same and like protections, but excluding the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (b) the patents and patent applications listed on **Schedule B** hereto and all like protections including, without limitation, all improvements, provisionals, divisionals, continuations, renewals, reissues, extensions and continuations-in-part of the same, (c) all copyrights, maskworks, software, computer programs and other works of authorship, whether registered or unregistered (including all works based on or derived from or incorporating) and including without limitation those copyrights listed on **Schedule C** hereto, and all extensions and renewals thereof, (d) all rights to recover for past or future infringement of any of the foregoing, (e) all domain name registrations, together with all goodwill of the business connected with or symbolized by the domain names, including, without limitation, those domain name registrations listed on **Schedule D** hereto, (f) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, (g) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing, (h) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable with respect to any of the foregoing; and (i) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. **Representations and Warranties.** Grantor represents and warrants that: (a) listed on **Schedule A** hereto are all unregistered trademarks, and service marks, trademark and service mark registrations and pending trademark and service mark applications owned by Grantor, (b) listed on **Schedule B** are all issued patents and patent applications owned by Grantor, (c) listed on **Schedule C** are

all copyrights , whether or not copyrightable, copyright applications, and copyright registrations owned by Grantor, and (d) listed on **Schedule D** are all domain name registrations owned by Grantor.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any domain name registry or other government officials to record and register this Agreement upon request by Lender.

4. **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 Lender with respect to the 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.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to 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. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under federal law.

[signatures on next page]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this Agreement to be duly executed as of the date first above written.

GRANTOR:

BUILDING ENGINES, INC.

By: Timothy Curran
Name: Timothy Curran
Title: President

LENDER:

ORIX GROWTH CAPITAL, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this Agreement to be duly executed as of the date first above written.

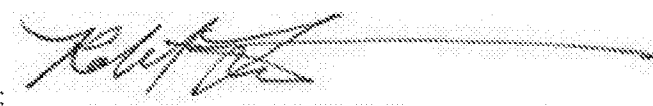
GRANTOR:

BUILDING ENGINES, INC.

By: _____
Name:
Title:

LENDER:

ORIX GROWTH CAPITAL, LLC

By:  _____
Name: Robert J.B. Lenhardt
Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks and Service Marks:

- Grantor has active trademark registrations for the following:
 - “Building Engines” – REGISTERED – Image Reg. 3916622 Feb 8, 2011
 - Appl. # 85054139 Jun 3, 2010
 - 042-Software as a service (SAAS) services featuring software used for building management in the field of real estate management operations.
- Grantor has filed trademark applications for the trademarks below, which applications are pending:
 - “Tenant Pulse” – PENDING – US – Image – Appl. #87760096 Jan 18, 2018
 - 009-Downloadable software for computers and mobile devices, namely, software for measuring tenant satisfaction and predicting tenant behavior.
 - 036-Consulting services in the field of building management.
 - 042-Software as a service (SAAS) services featuring software for measuring tenant satisfaction and predicting tenant behavior.
 - “Building Advantage” – PENDING – US – Image – Appl. #87214450 Oct 25, 2016
 - 009-Downloadable software for computers and mobile devices, namely, software for communicating, recording, tracking and aggregating data regarding building information in the nature of condition, repairs, amenities, policies and procedures, and resources, and information about local events, communities, social groups, social activities, vendors, current user location, users' past visits to the building, and user satisfaction, for use by building managers, tenants, building employees, building occupants, building vendors, and building visitors.
 - 035-Online commercial information and advice for consumers; Providing information about consumer products and services, activities, and facilities; promoting the goods and services of others by dissemination of electronic advertising materials on websites; Integrated tracking and management of commercial transactions on a global computer network; tracking and monitoring occupant satisfaction with building environment, amenities, and products and services provided in connection with occupancy; building management consulting regarding development of tenant social communities for facilitating communication among building occupants and managers; building management consulting specializing in the use of analytic and statistic models for the understanding and predicting of occupant satisfaction.

- 042-Software as a service (SaaS) services featuring software for communicating, recording, tracking and aggregating data regarding building information in the nature of condition, repairs, amenities, policies and procedures, and resources, and information about local events, communities, social groups, social activities, vendors, current user location, users' past visits to the building, and user satisfaction, for use by building managers, tenants, building employees, building occupants, building vendors, and building visitors.

SCHEDULE B

Patents and Patent Applications:

- N/A

SCHEDULE C

Registered Copyrights:

- None.

Unregistered Copyrights:

- Building Engines, Inc., provides of a comprehensive web-based and mobile operations management workflow, data collection and reporting solution designed for owners and managers of all property types. The solution includes a broad set of functional modules that support all of the tasks and activities of a professional property management team including work order management, preventive maintenance, inspections, incident tracking, visitor management, certificate tracking, project tracking, property sites, documentation tracking, resource reservation, emergency and non-emergency messaging with embedded notification, escalation and alerting protocols, as well as tenant and vendor engagement and management functions with a corresponding set of core metrics and baseline performance data. The system is hosted at multiple network services facilities with redundant back-up systems and protocols to ensure maximum uptime and responsiveness.

SCHEDULE D

Domain Names:

- buildingengines.com
- requestcom.com
- buildingadvantage.com
- beifederation.com
- propertyhero.com
- tenhub.biz
- tenhub.info
- tenhub.me
- tenhub.mobi
- tenhub.net
- tenhub.org
- tenhubapp.com
- tenhubapp.net