

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471136

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| MOXIE SOFTWARE, INC | | 04/23/2018 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | ALLY COMMERCIAL FINANCE LLC |
| Street Address: | 300 Park Avenue, 4th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 5306901 | |
| Registration Number: | 5182057 | CONCIERGE |
| Registration Number: | 4860494 | CONCIERGE |
| Registration Number: | 4289415 | SPACES |
| Registration Number: | 4301729 | SPACES |
| Registration Number: | 2280808 | THE IT CONCOURS |
| Registration Number: | 4432066 | INCONTEXT |
| Registration Number: | 5417834 | KBOT |
| Registration Number: | 5418256 | MOXIE |
| Registration Number: | 5107373 | MOXIE |
| Registration Number: | 5102763 | MOXIE |
| Registration Number: | 4292694 | SPACES |
| Registration Number: | 5276679 | MOXIE CONCIERGE |
| Registration Number: | 4292695 | SPACES |
| Registration Number: | 2255289 | SENIOR EXECUTIVE CONCOURS |
| Registration Number: | 4214199 | SIMPLYBOX |
| Serial Number: | 87320241 | BE THERE |
| Serial Number: | 86621644 | GOMOXIE |

OP \$515.00 5306901

| Property Type | Number | Word Mark |
|----------------|----------|-----------------|
| Serial Number: | 86621640 | GOMOXIE |
| Serial Number: | 86481979 | MOXIE CONCIERGE |

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | F176709 TM Ally Comm |
| NAME OF SUBMITTER: | Robin Dunn |
| SIGNATURE: | /Robin Dunn/ |
| DATE SIGNED: | 04/24/2018 |

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of April 23, 2018 by and between ALLY COMMERCIAL FINANCE LLC ("*Lender*") and MOXIE SOFTWARE, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Lender has entered into a Note Purchase Agreement, dated as of November 3, 2017 with Grantor (as the same may be amended, modified or supplemented from time to time, the "*NPA*") pursuant to which Grantor has issued a Secured Convertible Promissory Note to Lender, dated as of even date herewith, in the aggregate principal amount of \$500,000 (as the same may be amended, modified or supplemented from time to time, the "*Note*") which is secured by that certain Security Agreement, dated as of even date herewith, between Grantor and Lender (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*") (Capitalized terms used herein are used as defined in the NPA or the Note as applicable).

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender 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 (including certain of Grantor's Copyrights, Trademarks and Patents) to secure the obligations under the Note and the Security Agreement.

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 Security Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Note and the Security Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, 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 those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding licenses of Intellectual Property to Grantor, pursuant to a license which is nonassignable by its terms without the consent of the licensor thereof (but only to the extent such prohibition on assignability is enforceable under applicable law, including, without limitation, Section 9408 of the Code), and as to any such licenses, which are material to Grantor's business, Borrower represents and warrants that they are non-exclusive and replaceable on commercially reasonable terms), 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 (collectively, "*Intellectual Property Collateral*").

Notwithstanding anything to the contrary contained herein or in the Security Agreement, "Intellectual Property Collateral" shall not include any "intent-to-use" trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, 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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement shall terminate and be of no further force or effect upon the earlier to occur of: (i) the termination of the Security Agreement upon its terms and (ii) the Lender's written acknowledgement that all Obligations under the Security Agreement have been satisfied in full.

SIGNATURE PAGE FOLLOWS

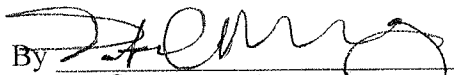
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

851 Traeger Avenue, Suite 210
San Bruno, California 94066

Grantor:

MOXIE SOFTWARE, INC.

By 
Name PATRICK MALONEY
Title Genl Counsel & Secretary

Lender:

ALLY COMMERCIAL FINANCE LLC

By _____
Name _____
Title _____

Address of Lender:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement - Conv Note]

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.

Address of Grantor:

851 Traeger Avenue, Suite 210
San Bruno, California 94066

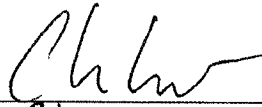
Grantor:

MOXIE SOFTWARE, INC.

By _____
Name _____
Title _____

Lender:

ALLY COMMERCIAL FINANCE LLC

By 
Name Christopher T End
Title Authorized Signer

Address of Lender:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement - Conv Note]

EXHIBIT A
COPYRIGHTS

| <u>Grantor</u> | <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------|--------------------|--------------------------------|------------------------------|
|----------------|--------------------|--------------------------------|------------------------------|

None.

EXHIBIT B

PATENTS

| Grantor | Description | Registration OR Serial Number | Registration OR Filing Date |
|-------------------------|---|--|--|
| Moxie Software, Inc. | Element Mapping and Rule Building Systems and Methods for Contextual Site Visitor Engagement | App No. 14/964,008 | December 9, 2015 |
| Moxie Software, Inc. | Systems and Methods for Client- Side Contextual Engagement | App No. 14/819,043 | August 5, 2015 |

EXHIBIT C
TRADEMARKS

Moxie Software, Inc. U.S. Registered Trademarks and Trademark Applications

| Trademark | App. # | Application Date | Reg. # | Reg. Date | Classes |
|--|---------------|-------------------------|---------------|------------------|----------------|
| BE THERE | 87320241 | 1 Feb 2017 | | | 9, 42 |
| BELL LOGO | 86481924 | 16 Dec 2014 | 5306901 | 10 Oct 2017 | 42 |
| CONCIERGE | 86482243 | 16 Dec 2014 | 5182057 | 11 Apr 2017 | 9 |
| CONCIERGE | 86280444 | 14 May 2014 | 4860494 | 24 Nov 2015 | 42 |
| GOMOXIE | 86621644 | 06 May 2015 | | | 42 |
| GOMOXIE | 86621640 | 06 May 2015 | | | 9 |
| INCONTEXT* | 85884673 | 23 Mar 2013 | 4432066 | 12 Nov 2013 | 9 |
| KBOT | 87563925 | 10 Aug 2017 | 5417834 | 06 Mar 2018 | 42 |
| MOXIE | 87582961 | 24 Aug 2017 | 5418256 | 06 Mar 2018 | 9 |
| MOXIE | 86481280 | 15 Dec 2014 | 5107373 | 27 Dec 2016 | 42 |
| MOXIE (Stylized) | 86481892 | 16 Dec 2014 | 5102763 | 20 Dec 2016 | 42 |
| MOXIE CONCIERGE | 86481979 | 16 Dec 2014 | | | 9 |
| MOXIE CONCIERGE | 86280443 | 14 May 2014 | 5276679 | 29 Aug 2017 | 42 |
| SENIOR EXECUTIVE CONCOURS | 75441155 | 26 Feb 1998 | 2255289 | 22 Jun 1999 | 41 |
| SIMPLYBOX* | 77579051 | 25 Sep 2008 | 4214199 | 25 Sep 2012 | 9, 42 |
| SPACES | 85049715 | 27 May 2010 | 4292695 | 19 Feb 2013 | 9 |
| SPACES | 85049710 | 27 May 2010 | 4292694 | 19 Feb 2013 | 42 |

| Trademark | App. # | Application Date | Reg. # | Reg. Date | Classes |
|----------------------------|---------------|-------------------------|---------------|------------------|----------------|
| SPACES | 85049705 | 27 May 2010 | 4289415 | 12 Feb 2013 | 35, 38 |
| SPACES | 85049697 | 27 May 2010 | 4301729 | 12 Mar 2013 | 42 |
| THE IT CONCOURS | 75440800 | 26 Feb 1998 | 2280808 | 28 Sep 1999 | 41 |

* The trademarks are listed with the United States Patent and Trademark Office as being registered to SimplyBox, Inc. Moxie Software, Inc. acquired SimplyBox Inc's rights to the trademarks via an asset acquisition completed in 2014.