

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPEAT, INC.		06/14/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3611243	CTUIT	
Registration Number:	3617237	CTUIT RADAR	
Registration Number:	3654235	FIND TRENDS BEFORE THEY FIND YOU!	
Registration Number:	4327966	MYWORKFORCE	
Registration Number:	4557094	ON THE FLY	
Registration Number:	4437777	ENTERPRISE WORKFORCE	
Registration Number:	4481262	ADVANTAGE WORKFORCE	
Registration Number:	4899317	CTUIT SCHEDULES	
Serial Number:	86615893	C CTUIT	
Registration Number:	4984930	RADAR C	
Registration Number:	5074203	CTUIT	
Registration Number:	4984931	CTUIT	
Registration Number:	5114245	COMPEAT	
Registration Number:	5272582	COMPEAT	
Registration Number:	5244677	RADAR	
Serial Number:	87678078	RESTAURANT PEEPS. TECHNOLOGY GEEKS.	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$415.00 3611243

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-494-5225
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:	F177563
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NAME OF SUBMITTER:	Andrew Nash
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SIGNATURE:	/Andrew Nash/
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DATE SIGNED:	06/14/2018
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 14, 2018 by and among **COMPEAT, INC.**, a Texas corporation (the "**Grantor**") and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**").

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among Grantor, COMPEAT HOLDINGS, INC., a Delaware corporation ("**Holdings**"), CTUIT INC., a California corporation ("**Ctuit**" and together with Grantor, individually and collectively as the context requires, jointly and severally, the "**Borrower**"), the several banks and other financial institutions or entities from time to time parties thereto (each a "**Lender**" and, collectively, the "**Lenders**") and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantor, Ctuit and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Guarantee and Collateral Agreement**").

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor, Ctuit and Holdings shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Grantor, Ctuit and Holdings under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Grantor, Ctuit and Holdings have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's, Ctuit's and Holdings' 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent 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), 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 Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Remainder of Page Left Intentionally Blank]

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:

COMPEAT, INC.

By: 

Name: Kerry Carney

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Jonathan Wolff
Name: Jonathan Wolff
Title: Vice President

EXHIBIT A

COPYRIGHTS

Registered Copyrights

Title	Recordation Number
RACS SYSTEM II.	V9905 D101
RACS System II / Reg. TXu503751.	V9922 D827

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.


Issued Patents and Pending Patent Applications Licensed to Loan Parties

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

Loan Party	Mark	Jurisdiction	App / Reg No.	App / Reg Date
Compeat, Inc.	Ctuit	United States	77429356 3611243	03-24-08 04-28-09
Compeat, Inc.	Ctuit Radar	United States	77434807 3617237	03-28-08 05-05-09
Compeat, Inc.	FIND TRENDS BEFORE THEY FIND YOU!	United States	77641305 3654235	12-30-08 07-14-09
Compeat, Inc.	myWorkforce	United States	85721399 4327966	09-05-12 04-30-13
Compeat, Inc.	ON THE FLY	United States	85895537 4557094	04-04-13 06-24-14
Compeat, Inc.	Enterprise Workforce	United States	85963962 4437777	06-19-13 11-19-13
Compeat, Inc.	Advantage Workforce	United States	86041457 4481262	08-09-13 02-11-14
Compeat, Inc.	CTUIT SCHEDULES	United States	86434455 4899317	10-24-14 02-09-16
Compeat, Inc.		United States	86615893 n/a	04-30-15 n/a

Compeat, Inc.		United States	86616150 4984930	04-30-15 06-21-16
Compeat, Inc.		United States	86616159 5074203	04-30-15 11-01-16
Compeat, Inc.		United States	86616163 4984931	04-30-15 06-21-16
Compeat, Inc.	COMPEAT	United States	87043825 5114245	05-19-16 01-03-17
Compeat, Inc.	compeat	United States	87108671 5272582	07-09-16 08-22-17
Compeat, Inc.	RADAR	United States	87241960 5244677	11-18-16 07-18-17
Compeat, Inc.	Restaurant Peeps. Technology Geeks.	United States	87678078 n/a	11-09-17 n/a

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None.

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