

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOTSCHEDULES HOLDINGS, INC.		06/29/2018	Corporation: DELAWARE
HOTSCHEDULES.COM, INC.		06/29/2018	Corporation: TEXAS
RED BOOK CONNECT, LLC		06/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX GROWTH CAPITAL, LLC		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87581304	CLARIFI	
Serial Number:	87581300	CLARIFI	
Serial Number:	87479581	HOSPITALITY UNBOUND	
Serial Number:	87479578	HOSPITALITY UNBOUND	
Serial Number:	87486354	RED BOOK KEEP	
Serial Number:	87581302	CLARIFI	
Serial Number:	87376139	BRIGADE SYSTEMS	
Serial Number:	87479588	SERVING THOSE WHO SERVE OTHERS	
Serial Number:	87479593	SERVING THOSE WHO SERVE OTHERS	
Serial Number:	85984345	RED BOOK CONNECT	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	Susan Diamond		

OP \$265.00 87581304

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 2: MCGUIREWOODS LLP
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 2067493-0018

NAME OF SUBMITTER: Stephanie Hernandez

SIGNATURE: /Stephanie Hernandez/

DATE SIGNED: 06/29/2018

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of June 29, 2018 (the “*Effective Date*”) by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company (“*Lender*”), HOTSCHEDULES HOLDINGS, INC., a Delaware corporation (“*Holdings*”), HOTSCHEDULES.COM, INC., a Texas corporation (“*HotSchedules*”), and RED BOOK CONNECT, LLC, a Delaware limited liability company (together with Holdings and HotSchedules, “*Grantors*”).

RECITALS

A. Grantors and Lender have previously entered into that certain Loan and Security Agreement, dated as of February 10, 2017 (as amended, the “*Original Loan Agreement*”), and in connection therewith that certain Intellectual Property Security Agreement, dated as of February 10, 2017 (the “*Original IP Security Agreement*”), pursuant to which Grantors granted to Lender a security interest in all of their Intellectual Property to secure the obligations of Grantors under the Original Loan Agreement.

B. Lender and Borrowers wish to amend and restate the Original Loan Agreement (such Amended and Restated Loan and Security Agreement as amended, restated, supplemented or otherwise modified from time to time being referred to herein as the “*Loan Agreement*”). (Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement).

C. Grantors wish to affirm the grant to Lender of a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. On the Effective Date, the terms and provisions of the Original IP Security Agreement shall be amended and restated in their entirety by the terms, conditions and provisions of this Agreement. Grantors and Lender hereby agree that in connection with this amendment and restatement of the Original IP Security Agreement (i) all Obligations (as defined in the Original Loan Agreement) outstanding under the Original IP Security Agreement (the “*Existing Obligations*”) shall continue as Obligations and are owing by Grantors to Lender pursuant to the terms and conditions of this Agreement, the Loan Agreement and the other Loan Documents, (ii) this Agreement, the Loan Agreement and any other Loan Document that is amended and restated in connection with the Loan Agreement is given as a substitution for, and not as a payment of, the indebtedness, liabilities and Existing Obligations of Borrowers under the Original Loan Agreement, and (iii) neither the execution and delivery of this Agreement, the Loan Agreement and such Loan Documents nor the consummation of any other transaction contemplated hereunder is intended to constitute a novation of the Original Loan Agreement or Original IP Security Agreement or any obligations thereunder. On the Effective Date, all Liens created under the Loan Documents, including the Original IP Security Agreement, securing the Existing Obligations shall continue in full force and effect, without interruption, as Liens securing the Obligations, all in accordance with the terms and conditions of this Agreement, the Loan Agreement and the Loan Documents.

2. Grantors represent and warrant that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by Grantors which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all patents and patent applications owned or controlled by such Grantor, and (iii) listed on Schedule C are all trademark registrations and pending registrations owned or controlled by Grantors. Grantors authorize Lender to file with the United States Copyright Office a copy of this Agreement to confirm the grant of a security interest on the Intellectual Property.

3. Grantors shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors, 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.


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

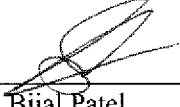
GRANTORS:

Address of Grantors:
3440 Preston Ridge Road, Suite #650
Alpharetta, GA 30005
Attention: Chief Financial Officer


HOTSCHEDULES HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Bijal Patel
Title: Chief Financial Officer

HOTSCHEDULES.COM, INC.,
a Texas corporation

By: 
Name: Bijal Patel
Title: Chief Financial Officer

RED BOOK CONNECT, LLC,
a Delaware limited liability company

By: 
Name: Bijal Patel
Title: Chief Financial Officer

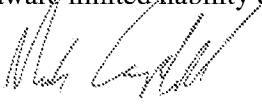
(Signature Page to Amended and Restated Intellectual Property Security Agreement)

TRADEMARK
REEL: 006368 FRAME: 0953

LENDER:

Address of Lender:
1717 Main Street, Suite 1100
Dallas, TX 75201
Attention: General Counsel

ORIX GROWTH CAPITAL, LLC,
a Delaware limited liability company

By:  _____

Name: Mark Campbell

Title: Authorized Representative

SCHEDULE A

Copyrights:

None

SCHEDULE B

Patents:

None

SCHEDULE C

Red Book Connect, LLC Copyrights

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
RUNNING A RESTAURANT JUST GOT EASIER	86134769	4697017	42	12/4/13
#TIPMAS	86155234	4608749	35	12/31/13
RED BOOK CONNECT	85925044	N/A	9,16,42	5/7/13
DIGITAL RED BOOK	85917035	4680504	9,42	4/29/13
PLANIT PLANNERS	85651769	4511441	40	6/14/12
B2A	85240914	4313572	35	2/12/11
SCHOOX	85639866	4279181		5/31/2012
ISPEC	78959308	3506666	16	8/24/06
THE MANAGER'S RED BOOK	78514601	3100193	16	11/10/04
Design	75505433	2291009	16	6/19/98
POCKET ROCKET	74729144	2062636	16	9/14/95
DATAWORKS	74729141	2080678	41	9/14/95
THE MANAGER'S RED BOOK	86815115	5020872	16	8/16/16
BODHI	86559449			3/10/15
CLARIFI	87581304	N/A	42	8/23/17
CLARIFI	87581300	N/A	9	8/23/17
HOSPITALITY UNBOUND	87479581	N/A	41, 42	6/7/17
HOSPITALITY UNBOUND	87479578	N/A	35	6/7/17
MACROMATIX	87320130	5439365		1/31/17
RED BOOK KEEP	87486354	N/A	9	6/13/17
CLARIFI	87581302	N/A	35	8/23/17
BRIGADE SYSTEMS	87376139	N/A	35	3/17/17
SERVING THOSE WHO SERVE OTHERS	87479588	N/A	42	6/7/17
SERVING THOSE WHO SERVE OTHERS	87479593	N/A	35	6/7/17
MACROMATIX	87320116	5305442		1/31/17
MACROMATIX	87320089	5271143		1/31/17
RED BOOK CONNECT	85984345	5020872		5/7/13

HotSchedules.Com Trademarks

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
JOBSABI	86479305	N/A	35	12/12/14
HOTSCHEDULES	86238453	4632079	42	4/1/14
HOTSCHEDULES	76700160	3808834	42	10/30/09
WORK SMARTER. TOGETHER.	76700159	3805170	42	10/30/09