

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRAGMATIC WORKS SOFTWARE, INC.		07/13/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	TRINITY CAPITAL FUND III, L.P.		
Street Address:	3075 W. RAY ROAD, SUITE 525		
City:	CHANDLER		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4174559	MAKING BUSINESS INTELLIGENT	
Registration Number:	4356412	BI QUICK START	
Registration Number:	4125636	BI XPRESS	
Registration Number:	4154135	BI DOCUMENTER	
Registration Number:	4154120	TASK FACTORY	
Registration Number:	4149239	PRAGMATIC WORKS	
Registration Number:	5350469	PRAGMATIC WORKS	
Registration Number:	5282695	STOP BAD DATA LEGITEST.COM	
Registration Number:	4881660	BIXPRESS	
Registration Number:	4898299	PRAGMATIC WORKS	
Registration Number:	4900921	LEGITEST	
Registration Number:	4469277	DBA XPRESS	
Registration Number:	4341096	BI BLITZ	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
TRADEMARK			

OP \$340.00 4174559

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 058488-0042

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /kja/

DATE SIGNED: 07/16/2018

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of July 13, 2018, is made by SQL SENTRY, LLC, a Delaware limited liability company ("SQL") and Pragmatic Works Software, Inc., a Florida corporation (together with SQL, individually and collectively, the "Grantor"), in favor of TRINITY CAPITAL FUND III, L. P., a Delaware limited partnership ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property constituting Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following (to the extent constituting Collateral):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. 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 Intellectual Property 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.


6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

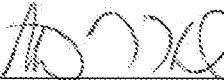
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SQL SENTRY, LLC,
a Delaware limited liability company

By: 
Name: Stephen J. Krol
Title: VP of Finance

PRAGMATIC WORKS SOFTWARE, INC.,
a Florida corporation

By: 
Name: Stephen J. Krol
Title: Treasurer, Secretary

LENDER:

TRINITY CAPITAL FUND III, L. P.,
a Delaware limited partnership

By: **TRINITY SBIC PARTNERS III, LLC,**
a Delaware limited liability company
Its: General Partner

By: **TRINITY SBIC MANAGEMENT, LLC,**
a Delaware limited liability company
Its: Manager

By: _____
Name: Steven L. Brown
Title: Managing Member

[Signature Page to Intellectual Property Security Agreement (Trinity/SQL Sentry)]

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:

SQL SENTRY, LLC.
a Delaware limited liability company

By: _____

Name: _____

Title: _____

PRAGMATIC WORKS SOFTWARE, INC.,
a Florida corporation

By: _____

Name: _____

Title: _____

LENDER:

TRINITY CAPITAL FUND III, L. P.,
a Delaware limited partnership

By: **TRINITY SBIC PARTNERS III, LLC,**
a Delaware limited liability company
Its: General Partner

By: **TRINITY SBIC MANAGEMENT, LLC,**
a Delaware limited liability company
Its: Manager

By: St L B _____

Name: Steven L. Brown _____

Title: Managing Member _____

[Signature Page to Intellectual Property Security Agreement (Trinity/SQL Sentry)]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B



PATENTS

Title	Application Number Application Date	Publication Number Publication Date	Owner
Infographic disk activity interface and method for displaying relative saturation of a computer disk system	1273321902/17/2010	US8810575 08/19/2014	SQL Sentry LLC


EXHIBIT C

TRADEMARKS

U.S. Trademarks

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
MAKING BUSINESS INTELLIGENT <i>Making Business Intelligent</i>	U.S. Federal	Registered	85448783 10/17/2011	4174559 7/17/2012	PRAGMATIC WORKS SOFTWARE
BI QUICK START BI Quick Start	U.S. Federal	Registered	85592731 4/9/2012	4356412 6/25/2013	PRAGMATIC WORKS SOFTWARE, INC
BI XPRESS 	U.S. Federal	Registered	85451984 10/20/2011	4125636 4/10/2012	PRAGMATIC WORKS SOFTWARE, INC
BI DOCUMENTER 	U.S. Federal	Registered	85452104 10/20/2011	4154135 6/5/2012	PRAGMATIC WORKS SOFTWARE, INC
TASK FACTORY Task Factory	U.S. Federal	Registered	85449595 10/18/2011	4154120 6/5/2012	PRAGMATIC WORKS SOFTWARE, INC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
PRAGMATIC WORKS 	U.S. Federal	Registered	85398085 8/15/2011	4149239 5/29/2012	PRAGMATIC WORKS SOFTWARE, INC
PRAGMATIC WORKS 	U.S. Federal	Registered	87448188 5/12/2017	5350469 12/5/2017	PRAGMATIC WORKS SOFTWARE, INC.
STOP BAD DATA LEGITEST.COM 	U.S. Federal	Registered	87181338 9/23/2016	5282695 9/5/2017	PRAGMATIC WORKS SOFTWARE, INC.
BIXPRESS 	U.S. Federal	Registered	86684916 7/7/2015	4881660 1/5/2016	PRAGMATIC WORKS SOFTWARE, INC.
PRAGMATIC WORKS PRAGMATIC WORKS	U.S. Federal	Registered	86684208 7/6/2015	4898299 2/9/2016	PRAGMATIC WORKS SOFTWARE, INC.

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
LEGITEST 	U.S. Federal	Registered	86648321 6/2/2015	4900921 2/16/2016	PRAGMATIC WORKS SOFTWARE, INC.
DBA XPRESS DBA xPress	U.S. Federal	Registered	85875836 3/14/2013	4469277 1/21/2014	PRAGMATIC WORKS SOFTWARE, INC.
BI BLITZ BI Blitz	U.S. Federal	Registered	85599930 4/17/2012	4341096 5/28/2013	PRAGMATIC WORKS SOFTWARE, INC.
S1 S1	U.S. Federal	Pending Intent to Use	87634421 10/5/2017		SQL SENTRY, LLC
PLAN EXPLORER PLAN EXPLORER	U.S. Federal	Registered	87444100 5/10/2017	5473272 5/22/2018	SQL SENTRY, LLC
SENTRYONE SentryOne	U.S. Federal	Registered	87106480 7/17/2016	5178372 4/4/2017	SQL SENTRY, LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
QUICK TRACE Quick Trace	U.S. Federal	Registered	77478303 5/19/2008	3664705 8/4/2009	SQL SENTRY, LLC
SQL SENTRY EVENT MANAGER SQL SENTRY EVENT MANAGER	U.S. Federal	Registered	77249771 8/8/2007	3401597 3/25/2008	SQL SENTRY, LLC
SQL SENTRY PERFORMANCE ADVISOR SQL SENTRY PERFORMANCE ADVISOR	U.S. Federal	Registered	77237534 7/24/2007	3525229 10/28/2008	SQL SENTRY, LLC
SQL SENTRY SQL SENTRY	U.S. Federal	RENEWED (Registered)	78358180 1/27/2004	2920880 1/25/2005	SQL SENTRY, LLC
INTERCERVE	U.S. Federal	RENEWED (Registered)	78214276 2/13/2003	2797885 12/23/2003	SQL SENTRY, LLC

Foreign Trademarks

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
SENTRYONE	Canada	Searched (Pending)	1851539		SQL SENTRY, LLC
SENTRYONE	EU trade marks	Registration (Registered)	17085325 8/8/2017	17085325 12/5/2017	SQL SENTRY, LLC

EXHIBIT D
MASK WORKS

None.