

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICONTRACTS, INC.		07/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3785507	EDUCADIUM	
Registration Number:	3742324	EASYCAMPUS	
Registration Number:	3742466		
Registration Number:	3685180	POLICYMANAGER	
Serial Number:	87786856	CONTRACTS MANAGER	
Serial Number:	77756464	POLICYMEDICAL	
CORRESPONDENCE DATA			
Fax Number:	3134968584		
<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:	3134967912		
Email:	berger@millercanfield.com		
Correspondent Name:	Kimberly A. Berger		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:	Kimberly A. Berger		
SIGNATURE:	/Kimberly A. Berger/		
DATE SIGNED:	07/30/2018		

CH \$165.00 3785507

Total Attachments: 3

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

FOR VALUABLE CONSIDERATION, as of this 5th day of July, 2018, the receipt and adequacy of which is acknowledged, ICONTRACTS, INC., a Delaware corporation ("Grantor"), grants to Comerica Bank, a Texas banking association ("Agent"), as agent for and on behalf of the Lenders (as hereinafter defined) pursuant to the Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and between Grantor, as Borrower, the financial institutions from time to time parties thereto (the "Lenders"), and Agent, as agent for the Lenders, a security interest in all of Grantor's right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit A;
2. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use) in and to all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, re-issues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on attached Exhibit B (collectively, the "Patents"); and
3. All proceeds, products, rents and profits of or from any and all the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of Security Agreement, dated as of July 3, 2018 (as may be amended, restated and/or modified from time to time, the "Security Agreement"), made by Grantor, in favor of Agent, for the benefit of the Lenders, for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Agent with respect to the security interest in the Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

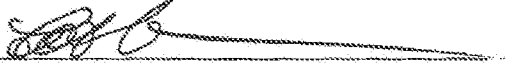
[Signature Page Follows]

Grantor has executed and delivered this Grant of Security Interest in Trademarks and Patents as of _____ July 5, 2018.

Principal Place of Business:

1011 US Route 22 West, Suite 104
Bridgewater, New Jersey 08807

Grantor: ICONTRACTS, INC.

By: 

Todd Venetianer

Its: Chief Operating Officer

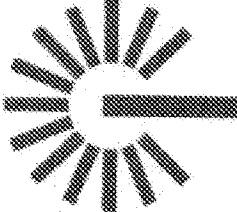
SCHEDULE 1.1

Intellectual Property

Patent:

Patent	Patent Number	Issue Date
Method and System for Repairing and Processing sales tracings invoices in a contract management system	8,195,537	June 5, 2012

Trademarks:

Mark	Serial Number	Filing Date	Registration Number	Registration Date
EDUCADIUM	77515263	July 5, 2008	3785507	May 4, 2010
EasyCampus	77766602	June 23, 2009	3742324	January 26, 2010
Educadium Logo 	77780022	July 13, 2009	3742466	January 26, 2010
PolicyManager	77555297 <i>81786856</i>	August 25, 2008	3685180	September 22, 2009
Contracts Manager	8786856	February 6, 2018	----	---
POLICYMEDICAL	77756464	June 10, 2009	3798561	June 8, 2010

Copyrights

None.