

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBLINC CORPORATION		07/27/2018	Corporation: DELAWARE
WEBLINC CANADA CORPORATION		07/27/2018	Corporation: ONTARIO
ORDERBOT SOFTWARE INC.		07/27/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
Name:	PARTNERS FOR GROWTH V, L.P.		
Street Address:	1660 Tiburon Blvd., Suite D		
City:	Tiburon		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5279844	WORKAREA	
Registration Number:	2652444	WORK AREA	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		

OP \$65.00 5279844

Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 07/30/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 27, 2018 by and between WebLinc Corporation, a Delaware corporation (“Parent”), WebLinc Canada Corporation, an Ontario corporation (“WebLinc Canada”) and Orderbot Software Inc., a Canadian federal corporation (“Orderbot”), and Montage Capital II, L.P., a Delaware limited partnership (“Montage”) and Partners for Growth V, L.P., a Delaware limited partnership (“PFG”). WebLinc, WebLinc Canada and Orderbot are each referred to herein as a “Borrower” and collectively, as the “Borrowers”. Montage and PFG are each referred to herein as a “Lender” and collectively, as the “Lenders”.

RECITALS

Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and between Lenders and Borrowers dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lenders a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lenders, each Borrower grants to each Lender a security interest in all of such Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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, provided, that no security interest shall be granted in any intellectual property that is Excluded Collateral. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with any of the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office, as applicable.

Upon payment in full of the obligation owed by the Borrowers to the Lenders under the Loan Agreement, the Lenders shall, at Borrowers’ expense, execute and deliver to the Borrowers all instruments and other documents as may be necessary to release the lien and security interest in the intellectual property which has been granted hereunder and under the Loan Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[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.

BORROWERS:

Address of Borrowers:

22 S. 3rd Street
Philadelphia, PA 19106
Attn: Darren Hill -- CEO
Fax: 215.925.1922
Email: dchill@weblinc.com & legal@weblinc.com

WebLine Corporation

By: Jason Hill
Name: Jason Hill
Title: Secretary

WebLine Canada Corporation

By: Jason Hill
Name: Jason Hill
Title: Secretary

Orderbot Software Inc.

By: Jason Hill
Name: Jason Hill
Title: Director

LENDERS:

Address of Montage:

Montage Capital II, L.P.
900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

Montage Capital II, L.P.

By: _____
Name: _____
Title: _____

Address of PFG:

Partners For Growth V, L.P.
1660 Tiburon Blvd., Suite D
Tiburon, CA 94920
Attn: Geoffrey Allan

Partners for Growth V, L.P.

By: _____
Name: _____
Title: _____

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Address of Borrowers:

22 S. 3rd Street
Philadelphia, PA 19106
Attn: Darren Hill – CEO
Fax: _____
Email: _____

BORROWERS:

WebLinc Corporation

By: _____
Name: _____
Title: _____

WebLinc Canada Corporation

By: _____
Name: _____
Title: _____

Orderbot Software Inc.

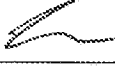
By: _____
Name: _____
Title: _____

LENDERS:

Address of Montage:

Montage Capital II, L.P.
900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

Montage Capital II, L.P.

By:  _____
Name: Eric Gonzales
Title: Managing Director

Address of PFG:

Partners For Growth V, L.P.
1660 Tiburon Blvd., Suite D
Tiburon, CA 94920
Attn: Geoffrey Allan

Partners for Growth V, L.P.

By: _____
Name: _____
Title: _____

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BORROWERS:

Address of Borrowers:

22 S. 3rd Street
Philadelphia, PA 19106
Attn: Darren Hill – CEO
Fax: _____
Email: _____

WebLinc Corporation

By: _____
Name: _____
Title: _____

WebLinc Canada Corporation

By: _____
Name: _____
Title: _____

Orderbot Software Inc.

By: _____
Name: _____
Title: _____

LENDERS:

Address of Montage:

Montage Capital II, L.P.
900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

Montage Capital II, L.P.

By: _____
Name: _____
Title: _____

Address of PFG:

Partners For Growth V, L.P.
1660 Tiburon Blvd., Suite D
Tiburon, CA 94920
Attn: Geoffrey Allan

Partners for Growth V, L.P.

By: *Geoffrey Allan*
Name: *Geoffrey Allan*
Title: *Manager, Partners for Growth V, LLC*
Its General Partner

