

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476735

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MENLO TECHNOLOGIES, INC.		06/01/2018	Corporation: CALIFORNIA
MIDTECH SOFTWARE SOLUTIONS, INC.		06/01/2018	Corporation: CALIFORNIA
SUPPORT SOLUTIONS, INC.		06/01/2018	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERITAGE BANK OF COMMERCE		
<b>Street Address:</b>	150 South Almaden Blvd.		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4233422		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 MIDDLEFIELD ROAD, SUITE 215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	06/01/2018		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 1, 2018 by and among Menlo Technologies, Inc., a California corporation ("Menlo"), Midtech Software Solutions, Inc., a California corporation ("Midtech") and Support Solutions, Inc., a Maryland corporation ("SSI"), and Heritage Bank of Commerce, a California corporation ("Bank"). Menlo, Midtech and SSI are each referred to herein as a "Grantor" and collectively, as the "Grantors".

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that each Grantor grants to Bank a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantors' obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor's right, title and interest in such Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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 to this Agreement 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 thereof.

[SIGNATURE PAGE FOLLOWS.]

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

Address of Grantors:

c/o Menlo Technologies, Inc.  
4675 Stevens Creek Blvd., Suite 230  
Santa Clara, California 95051  
Attn: Cary Prioste  
FAX: ( )

cprioste@menlo-technologies.com

**MENLO TECHNOLOGIES, INC.**

By: [Signature]  
Print Name: Cary Prioste  
Title: CEO

**MIDTECH SOFTWARE SOLUTIONS, INC.**

By: [Signature]  
Print Name: Cary Prioste  
Title: CEO

**SUPPORT SOLUTIONS INC.**

By: [Signature]  
Print Name: Cary Prioste  
Title: CEO

Address of Bank:

150 South Almaden Blvd.  
San Jose, California 95113  
Attn: Karla Schrader  
FAX: (408) 947-6910

**HERITAGE BANK OF COMMERCE**

By: [Signature]  
Print Name: KARLA SCHRADER  
Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
SSI	Lead analysis program.	TX0003429427	1992-10-30
SSI	Relationship and intimacy policies; Sexuality policies.	TXu001290413	2006-02-27

**EXHIBIT B**

**Patents**


Please Check Box if No Patents Exist

Name of Owner	Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
Midtech		4233422	October 30, 2012
SSI	SSI CONSULTING	75940239	*
SSI	SUPPORT SOLUTIONS	74387722	*

\* Indicates dead, abandoned or cancelled trademark