# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481445

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| SOURCEDAY, INC. f/k/a BIDAsmash LLC | | 06/04/2018 | Corporation: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Comerica Bank |
| **Street Address:** | 39200 Six Mile Road |
| **Internal Address:** | National Documentation Services, Mail Code 7578 |
| **City:** | Livonia |
| **State/Country:** | MICHIGAN |
| **Postal Code:** | 48152 |
| **Entity Type:** | a Texas banking association: TEXAS |

**PROPERTY NUMBERS Total: 1**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 5204990 | SOURCEDAY |

**CORRESPONDENCE DATA**

**Fax Number:** 7349302494

***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.***

**Phone:** 7349302488
**Email:** ipfilings@bodmanlaw.com
**Correspondent Name:** Susan M. Kornfield - Bodman PLC
**Address Line 1:** 201 South Division, Suite 400
**Address Line 4:** Ann Arbor, MICHIGAN 48104

| | |
|---|---|
| **NAME OF SUBMITTER:** | SUSAN M. KORNFIELD |
| **SIGNATURE:** | /susan m. kornfield/ |
| **DATE SIGNED:** | 07/11/2018 |

**Total Attachments: 6**
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of June 4, 2018 by and between COMERICA BANK ("Bank") and SOURCEDAY, INC. f/k/a BIDAsmash LLC, a Delaware corporation ("Grantor").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement between Bank and Grantor dated as of May 24, 2017 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. In connection with the terms of the Loan Agreement, Grantor executed an Intellectual Property Security Agreement dated May 24, 2017 (the "Prior Agreement") wherein Grantor granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the intellectual property rights (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached to the Prior Agreement).

C. The parties desire to amend and restate the Prior Agreement in accordance with the terms of this Agreement.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), 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.

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

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.



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This Agreement amends, restates and replaces the Prior Agreement in its entirety.

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TRADEMARK
REEL: 006415 FRAME: 0974

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

GRANTOR:

**SOURCEDAY, INC.** f/k/a BIDAsmash LLC

By: _____

Title: CEO

Address of Grantor:

**SOURCEDAY, INC.**
10431 Morado Circle
Building 5 Suite 320
Austin, TX 78759
Attn: Tom Kieley

BANK:

**COMERICA BANK**

By: _____

Title: Senior Vice President

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

[Signature Page to Intellectual Property Security Agreement (14308880)]

**EXHIBIT A**

**Copyrights**

None.



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**EXHIBIT B**

**Patents**

None.



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**EXHIBIT C**

**Trademarks**

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|---|---|---|---|
| SOURCEDAY | 87/204161 | 10/14/16 | 5,204,990 | 5/16/17 |



RECORDED: 07/11/2018

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