

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MediaMosaic, Inc.		08/31/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	First American Bank		
Street Address:	1650 Louis Ave.		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86983056	WIMS	
Serial Number:	86836107	WIMS	
Serial Number:	87459073	TESSERA	
Serial Number:	88063325	TAPESTRY	
Serial Number:	88063452	TAPESTRY	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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:	3122633600		
Email:	maureen.drews@hklaw.com		
Correspondent Name:	Renee P. Lewis		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn St., 30th Fl.		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Renee P. Lewis		
SIGNATURE:	/Renee P. Lewis/		
DATE SIGNED:	09/12/2018		
Total Attachments: 7			

OP \$140.00 86983056

source=MediaMosaic IP Grant#page1.tif
source=MediaMosaic IP Grant#page2.tif
source=MediaMosaic IP Grant#page3.tif
source=MediaMosaic IP Grant#page4.tif
source=MediaMosaic IP Grant#page5.tif
source=MediaMosaic IP Grant#page6.tif
source=MediaMosaic IP Grant#page7.tif

SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY

August 31, 2018

WHEREAS, MediaMosaic, Inc. (“Grantor”) and First American Bank (the “Lender”) have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, respectively, the “Credit Agreement”);

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the Grantor has adopted, used and are using, and hold all right, title and interest in, various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants to the Lender for its benefit a security interest in all of Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”):

(A) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Interest Grant Intellectual Property (the "Grant") shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Grant.

Terms defined in the Credit Agreement and used herein without other definition shall have the respective meanings assigned to them in the Credit Agreement.

(Signature Page Follows)

#56859494_v5

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer effective as of the date first written above.

GRANTOR:

MEDIAMOSAIC, INC., a Washington corporation

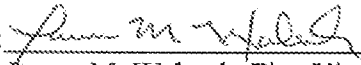
By: 
Megan Deans, CEO

[Signature Page to Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 006435 FRAME: 0738

LENDER:

FIRST AMERICAN BANK

By: 
James M. Walrack, First Vice President

[Signature Page to Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 006435 FRAME: 0739

SCHEDULE A
PATENTS

Owner/ Grantor	Application Date	Application No.	Patent Issue Date	Patent No.	Title	Countr y
MediaMosaic, Inc.	5/2/2016	62/330,780	Expired provisional application	n/a	METHODS AND SYSTEM FOR MANAGING TRAINING, ORGANIZATIONA L GOALS, AND REGULATORY COMPLIANCE	U.S.
MediaMosaic, Inc.	5/2/2017	15/585,159	[Not yet published]	n/a	METHODS AND SYSTEM FOR MANAGING TRAINING, ORGANIZATIONA L GOALS, AND REGULATORY COMPLIANCE	U.S.

SCHEDULE B
TRADEMARKS/SERVICE MARKS

<u>Mark</u>	<u>Serial Number</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Country</u>	<u>Grantor/Owner</u>
WIMS (word)	86983056	12/1/2015	5336187	U.S.	MediaMosaic, Inc.
WIMS (word)	86836107	12/1/2015	Abandoned application	U.S.	MediaMosaic, Inc.
WIMS (word)	1783873	5/24/2016	Abandoned application	Canada	MediaMosaic, Inc.
TESSERA (word)	87459073	5/22/2017	n/a	U.S.	MediaMosaic, Inc. (Designated for abandonment)
TAPESTRY (word)	88063325	8/2/2018	n/a	U.S.	MediaMosaic, Inc.
TAPESTRY (word)	88063452	8/2/2018	n/a	U.S.	MediaMosaic, Inc.

**SCHEDULE C
COPYRIGHTS**

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Owner</u>
Mediamosaic, Inc. Company website	PA0001223116	2004	USA	Mediamosaic, Inc. Mosaic Company
Medicamosaic, Inc. Training Materials	TXu001205813	2004	USA	Mediamosaic, Inc. Mosaic Company

#56859494_v5