

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASCENTIS CORPORATION		08/10/2018	Corporation: DELAWARE
NOVATIME TECHNOLOGY INC.		08/10/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3375753	NOVATIME	
Registration Number:	3625466	SUREPATH	
Registration Number:	2761995	NOVATIMEANYWHERE	
Registration Number:	4631875	NOVATIMELIVE	
Registration Number:	5004256	TOUCHDOWN COMFORT	
Registration Number:	5384235	NOVAPOWER ANALYTICS	
Registration Number:	5386479	NOVATIME FEEL THE POWER NT	
Registration Number:	2247713	ASCENTIS	
Registration Number:	2276346	HROFFICE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		

OP \$240.00 3375753

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F179255

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 09/11/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 10, 2018 by and between the Grantors listed on the signature page hereto (collectively, the "*Grantor*") and SILICON VALLEY BANK, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*").

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among ASCENTIS INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("*Holdings*"), ASCENTIS CORPORATION, a Delaware corporation (the "*Borrower*"), the several banks and other financial institutions or entities from time to time parties thereto (each a "*Lender*" and, collectively, the "*Lenders*") and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Guarantee and Collateral Agreement*").

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower's and each other Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent 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 Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

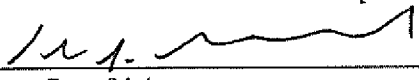
THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

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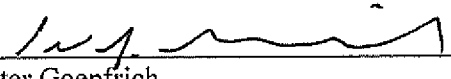
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

ASCENTIS CORPORATION

By: 
Name: Peter Goepfrich
Title: Chief Financial Officer

NOVATIME TECHNOLOGY INC.

By: 
Name: Peter Goepfrich
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Brandon Grafbo

Title: Managing Director

EXHIBIT A
COPYRIGHTS

Registered Copyrights

	<u>Title</u>	<u>Owner of Record</u>	<u>Registration Number</u>	<u>Country</u>	<u>Registration Date</u>
1	[Mascot Art (Noah)]	NovaTime Technology, Inc.	VA0002033379	United States	04-21-2016
2	Timmy.	NovaTime Technology, Inc.	VA0002057672	United States	02-21-2017
3	Mascot Art (Timmy)	NovaTime Technology, Inc.	VA0002057759	United States	02-21-2017
4	Noah.	NovaTime Technology, Inc.	VA0002057826	United States	02-21-2017
5	Mascot Hand Drawings.	NovaTime Technology, Inc.	VAu001263755	United States	04-21-2016

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

	<u>Patent</u>	<u>Grantor</u>	<u>Patent Application Number</u>	<u>Filing Date</u>
1	Electronic barcode badge for employee access	NovaTime Technology Inc.	15/564685	03-29-2016

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
NovaTime Technology Inc.	United States	3375753	01-29-2008	05-31-2007	NovaTime Technology Inc.	NOVATIME
NovaTime Technology Inc.	United States	3625466	05-26-2009	03-10-2008	NovaTime Technology Inc.	SUREPATH
NovaTime Technology Inc.	United States	2761995	09-09-2003	12-4-2002	NovaTime Technology Inc.	NOVATIMEANYWHERE
NovaTime Technology Inc.	United States	4631875	11-04-2014	03-21-2014	NovaTime Technology Inc.	NOVATIMELIVE
NovaTime Technology Inc.	United States	5004256	07-19-2016	02-11-2015	NovaTime Technology Inc.	TOUCHDOWN COMFORT
NovaTime Technology Inc.	United States	5384235	01-23-2018	05-09-2017	NovaTime Technology Inc.	NOVAPOWER ANALYTICS
NovaTime Technology Inc.	United States	5386479	01-23-2018	07-06-2017	NovaTime Technology Inc.	NOVATIME FEEL THE POWER NT
Ascentis Corporation	United States	2247713	05-25-1999	04-10-1998	Ascentis Corporation	ASCENTIS
Ascentis Corporation	United States	2276346	09-07-1999	01-06-1997	Ascentis Corporation	HROFFICE

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None.