

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Singularity Ventures, Inc.		09/20/2018	Corporation: CALIFORNIA
M-Theory Financial Group LLC		09/20/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Breakaway Capital Management, LLC		
Street Address:	1901 Avenue of the Stars, Ste 360		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4855028	CAPEX-AS-A-SERVICE	
Registration Number:	4793219	CAAS	
Serial Number:	87807132	ALWAYS-ON ALWAYS-ENTERPRISE	
Registration Number:	4413574	FSAAS	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	(714) 668-6255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	Sunny E. Lee		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	95207-00013 An/Hurley		
NAME OF SUBMITTER:	Sunny E. Lee		
SIGNATURE:	/s/ Sunny E. Lee		
DATE SIGNED:	09/20/2018		

CH \$115.00 4855028

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“*IP Security Agreement*”), dated as of September 20, 2018, is made by the parties listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of **BREAKAWAY CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company, as administrative agent for the Secured Parties and collateral agent for Secured Parties (in each such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”).

WHEREAS, **SINGULARITY VENTURES, INC.**, a California corporation (“*Singularity*”), **M-THEORY FINANCIAL GROUP LLC**, a California limited liability company (“*M-Theory Financial*”), **M-THEORY CONSULTING GROUP, LLC**, a California limited liability company (“*M-Theory Consulting*”), **CLOUDCENTRX, LLC**, a California limited liability company (“*Cloud*” and together with Singularity, M-Theory Financial and M-Theory Consulting, each a “*Borrower*” and individually and collectively, jointly and severally, the “*Borrowers*”), have entered into a Loan Agreement, dated as of September 20, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”), with the Guarantors from time to time party thereto, the lenders from time to time party thereto (each, a “*Lender*” and, collectively, the “*Lenders*”), and the Administrative Agent.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Loan Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Guaranty and Security Agreement, dated as of September 20, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”), made by and among the Grantors in favor of the Administrative Agent, for the benefit of the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Administrative Agent as follows:

1. **Grant of Security.** Each Grantor hereby unconditionally grants, assigns, and pledges, the Administrative Agent for the ratable benefit of the Secured Parties, to secured the Secured Obligations, a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “*IP Collateral*”):

(a) (i) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule 1 hereto, all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and (ii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License (collectively, the “*Patent Collateral*”);

(b) (i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule 2 hereto, (ii) all goodwill of the business connected with the use of, and

symbolized by, each Trademark and each Trademark License; and (iii) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (B) injury to the goodwill associated with any Trademark, or (C) right to receive license fees, royalties, and other compensation under any Trademark License (collectively, the “**Trademark Collateral**”); and

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to a Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (collectively, the “**Copyrights**”); (ii) all renewals or extensions of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright License (collectively, the “**Copyright Collateral**”).

2. Recordation. Each Grantor authorizes the Commissioner for Patent Collateral, the Commissioner for Trademark Collateral and the Register of Copyright Collateral and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Credit Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (*i.e.* “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

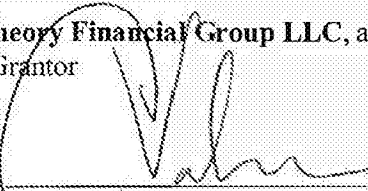
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without reference to conflicts of law provisions.

[Signature Pages Follow.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

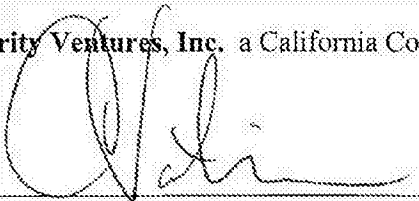
M-Theory Financial Group LLC, a California
as a Grantor

By:


Name: Chant Vartanian
Title: Chairman | Chief Strategy Officer

Singularity Ventures, Inc., a California Corporation as a
Grantor

By:


Name: Chant Vartanian
Title: Chairman | Chief Strategy Officer

Address for Notices:

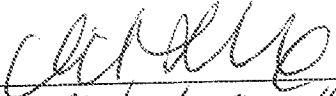
6171 W Century Blvd, Suite 350
Los Angeles, CA 90045

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006461 FRAME: 0024

AGREED TO AND ACCEPTED:

BREAKAWAY CAPITAL MANAGEMENT, LLC, a
Delaware limited liability company

By: 
Name: *Michael Connolly*
Title: *Authorized Signatory*

Address for Notices:
1901 Avenue of the Stars
Suite 360
Los Angeles, CA 90067

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006461 FRAME: 0025

SCHEDULE 1 TO IP SECURITY AGREEMENT

Patents

None.

Patent Licenses

None.

SCHEDULE 2 TO IP SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No./ Serial No.	App/Reg. Date
Singularity Ventures, Inc.	United States	CAPEX-AS-A-SERVICE	4855028	November 17, 2015
Singularity Ventures, Inc.	United States	CAAS	4793219	August 18, 2015
Chant Vartanian d/b/a Singularity Ventures, Inc.	United States	ALWAYS-ON ALWAYS-ENTERPRISE	87807132	February 22, 2018
M-Theory Financial Group LLC	United States	FSAAS	4413574	October 8, 2013

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

SCHEDULE 3 TO IP SECURITY AGREEMENT

Copyright Registrations

None.

Copyright Licenses

None.