

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490754

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|------------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Infusion Software, Inc. | | 09/19/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ORIX Growth Capital, LLC | | |
| Street Address: | 280 Park Avenue, 40th Floor West | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3777902 | INFUSIONSOF | |
| Registration Number: | 4225281 | INFUSIONSOF | |
| Registration Number: | 4245920 | GROSOCIAL | |
| Serial Number: | 87876269 | PEACHEE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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> | | |
| Email: | jlandweber@mcguirewoods.com | | |
| Correspondent Name: | Joseph Landweber | | |
| Address Line 1: | Two Embarcadero Center, Suite 1300 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| NAME OF SUBMITTER: | Joseph Landweber | | |
| SIGNATURE: | /JOSEPH LANDWEBER/ | | |
| DATE SIGNED: | 09/20/2018 | | |
| Total Attachments: 10 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 19, 2018 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and INFUSION SOFTWARE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules 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. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of

a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; signature page follows]

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.

GRANTOR:

Address of Grantor:

1260 S Spectrum Blvd,
Chandler, AZ 85286
Attn: _____

INFUSION SOFTWARE, INC.

By: Clate W. Mask
Name: Clate Mask
Title: Chief Executive Officer

LENDER:

Address of Lender:

280 Park Ave, 40th Floor West
New York, New York 10017
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

106979036

TRADEMARK
REEL: 006462 FRAME: 0196

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.

GRANTOR:

Address of Grantor:

1260 S Spectrum Blvd,
Chandler, AZ 85286
Attn: _____

INFUSION SONFTWARE, INC.

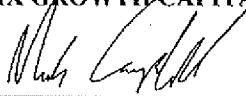
By: _____
Name:
Title:

LENDER:

Address of Lender:

280 Park Ave, 40th Floor West
New York, New York 10017
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By:  _____
Name: Mark Campbell
Title: Authorized Representative

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

106979036

TRADEMARK
REEL: 006462 FRAME: 0197

SCHEDULE A

Copyrights

Copyrights or copyright applications registered with the U.S. Copyright Office:

| Description | Owner | Jurisdiction | Registration No. |
|--------------------------|---------|--------------|----------------------------------|
| Infusionsoft Elite Forum | Company | U.S. | TXu 1-914-133 / June 26, 2014 |
| Intro and LCM Intro | Company | U.S. | TXu001918395 / July 1, 2014 |

Note: The following applications sought by Company were not awarded registration by the U.S. Copyright Office:

| Description | Owner | Jurisdiction | Registration No. |
|--|---------|--------------|------------------|
| Attracting Interest and Capturing Leads | Company | U.S. | Pending |
| Infusionsoft Certified Consultants Program Training Guide | Company | U.S. | Pending |
| Infusionsoft User Groups | Company | U.S. | Pending |

SCHEDULE B

Trademarks

Trademarks or trademark applications (including any service marks, collective marks and certification marks):

| Description | Registration/ Application Number | Registration/ Application Date |
|---------------------|--|--------------------------------------|
| INFUSIONSOFT | 3777902 | April 20, 2010 |
| Infusionsoft | 4225281 | October 16, 2012 |
| INFUSIONSOFT | 851218 [Arizona state registration] | June 30, 2008 |
| INFUSIONSOFT | 1450552 [Australia registration] | September 23, 2011 |
| Infusionsoft | 1475667 [Australia registration] | February 17, 2012 |
| INFUSIONSOFT | TMA850997 [Canada registration] | May 5, 2013 |
| Infusionsoft | TMA848268 [Canada registration] | April 11, 2013 |
| INFUSIONSOFT | 010265171 [CTM registration] | February 17, 2012 |
| Infusionsoft | 010653863 [CTM registration] | July 13, 2012 |
| GROSOCIAL* | 4245920 | November 20, 2012 |
| PEACHEE | 87876269 | April 13, 2018 |

* Obtained through a merger. Currently working to update ownership information on the USPTO website.

SCHEDULE C

Patents

Registered Patents

None

Pending Patents

None