

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visionary Integration Professionals, LLC		11/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87608128	V VISIONARY INTEGRATION PROFESSIONALS	
Serial Number:	86779295	VIP PROFORMANCE	
Serial Number:	86292073	VIP PERFORMANCE DELIVERY SOLUTIONS	
Serial Number:	85357444	VIP VISIONARY INTEGRATION PROFESSIONALS	
Serial Number:	85751883	VIP	
Serial Number:	77020759	VISIONARY INTEGRATION PROFESSIONALS	
Serial Number:	86129316	CHOOSE PERFORMANCE TRUST VIP	
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>			
Phone:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	11/01/2018		

OP \$190.00 87608128

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 1, 2018 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and VISIONARY INTEGRATION PROFESSIONALS, LLC, a Delaware limited liability company, ("Grantor") is made with reference to the Business Financing Agreement, dated as of November 1, 2018 (as amended from time to time, the "Financing Agreement"), among Lender, Meridian Knowledge Solutions, LLC, and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VISIONARY INTEGRATION PROFESSIONALS,
LLC, a Delaware limited liability company

By: *Janina Ward*

Name: *Janina Ward*

Title: *CEO*

Address for Notices:

Attn:
80 Iron Point Circle #100
Folsom, CA 95630
Tel: _____
Fax: _____

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Francesco Corradino
201 Spear Street, Suite 1700
San Francisco, CA 94105
Tel: (415) 230-5596
Fax: (408) 423-8520

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VISIONARY INTEGRATION PROFESSIONALS,
LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:
80 Iron Point Circle #100
Folsom, CA 95630
Tel: _____
Fax: _____

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By:  _____

Name: Michael Hory

Title: S.V.P.

Address for Notices:

Attn: Francesco Corradino
201 Spear Street, Suite 1700
San Francisco, CA 94105
Tel: (415) 230-5696
Fax: (408) 423-8520

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
V VISIONARY INTEGRATION PROFESSIONALS	87608128	5458259		09/14/2017
VIP PROFORMANCE	86779295	5112091		10/06/2016
VIP PERFORMANCE DELIVERY SOLUTIONS	86292073	4674833		05/27/2014
VIP VISIONARY INTEGRATION PROFESSIONALS	85357444	4156822		06/27/2011
VIP	85751883	4353452		10/11/2012
VISIONARY INTEGRATION PROFESSIONALS	77020759	3486907		10/13/2006
CHOOSE PERFORMANCE TRUST VIP	86129316	4782698		11/26/2013

EXHIBIT C
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>