

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERGAGE, LLC	FORMERLY WORKPLACEDYNAMICS LLC	12/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87774525	ENERGAGE	
Serial Number:	88002441	MAKING THE WORLD A BETTER PLACE TO WORK	
Serial Number:	88062826	ENERGAGE	
Serial Number:	88073422	WORKIVERSARY	
Serial Number:	88192719	TOP WORKPLACES	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000021		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		

CH \$140.00 87774525

DATE SIGNED:	12/12/2018
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Total Attachments: 6

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Amendment**”) is made as of the 11th day of December, 2018 by ENERGAGE, LLC (formerly WORKPLACEDYNAMICS LLC) (“**Energage**”), a Delaware limited liability company, and BANCROFT WOODS, LLC (“**Bancroft**” together with Energage, individually and collectively, jointly and severally, the “**Grantor**”), and WESTERN ALLIANCE BANK, an Arizona corporation (“**Bank**”).

RECITALS

WHEREAS, Bank previously agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in a certain Loan and Security Agreement by and between Grantor and Bank dated as of September 6, 2017 (as the same may be amended, modified, supplemented or restated from time to time, the “**Loan Agreement**”);

WHEREAS, in order to secure Grantor’s Obligations under the Loans, Grantor entered into that certain Intellectual Property Security Agreement dated September 6, 2017 in favor of Bank (as thereafter amended, restated, substituted or otherwise modified, the “**IP Security Agreement**”) in connection with Grantor’s granting to Bank a first priority 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;

WHEREAS, Grantor and Bank desire to replace, amend and restate certain provisions of the Loan Agreement pursuant to that certain Loan and Security Modification Agreement by and between Bank and Grantor of even date herewith (the “**Loan Modification Agreement**”); and

WHEREAS, in connection with the Loan Modification Agreement, Grantor and Bank have agreed to enter into this Amendment to amend and restate Exhibits B and C of the IP Security Agreement and to make such other changes to the IP Security Agreement as are more particularly set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement, Loan Modification Agreement, or the IP Security Agreement, as applicable.
2. The Recitals set forth hereinabove are hereby incorporated by this reference with the same force and effect as if fully set forth herein.
3. Grantor and Bank acknowledge and agree that Exhibit B and C of the IP Security Agreement is hereby replaced in its entirety with Exhibit B and C attached hereto.

4. Grantor does hereby unconditionally reaffirm all of its obligations to Bank under the IP Security Agreement including, without limitation, the grant of a continuing security interest in and lien upon the Intellectual Property Collateral as set forth in the IP Security Agreement as modified hereby.

5. Grantor certifies that the representations contained in the IP Security Agreement remain true, correct and complete in all material respects as of the date hereof with the same force and effect as if made on the date hereof and that it has no offsets, counterclaims or defenses to any of its obligations under the IP Security Agreement as modified hereby.

6. Except as modified hereby, the IP Security Agreement remains unmodified and in full force and effect.

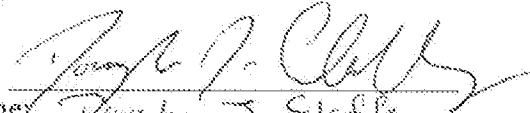
7. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

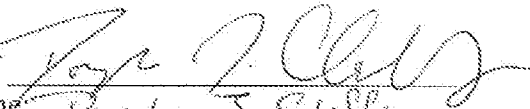
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

ENERGAGE, LLC

By: 
Name: Douglas S. Claffey
Title: COO

BANCROFT WOODS, LLC

By: 
Name: Douglas S. Claffey
Title: COO

BANK:

WESTERN ALLIANCE BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

ENERGAGE, LLC

By: _____
Name: _____
Title: _____

BANCROFT WOODS, LLC

By: _____
Name: _____
Title: _____

BANK:

WESTERN ALLIANCE BANK


By:  _____
Name: _____
Title: VP President

EXHIBIT B
TRADEMARKS

<u>Owner</u>	<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
Energage	TOP WORK PLACES	87108793	5179932	April 11, 2017
Energage	SUPERPULSE	87060999	N/A	June 6, 2016
Energage	LOOP	87003337	N/A	April 16, 2016
Energage	CATALYTIC COACHING	86508581	4811746	September 15, 2015
Energage	ENERGAGE	86507857	4825778	October 6, 2015
Energage	ENERGAGE ENERGIZE. EMPOWER. ENGAGE.	86505595	4816870	September 22, 2015
Energage	ORGHEALTH	85776560	4489397	February 25, 2014
Energage	ORGHEALTH	85764909	4499043	March 18, 2014
Energage	WORKPLACEDYNAMICS	85008509	4054224	November 8, 2011
Energage	ENERGAGE (& design)	87/774,525		January 29, 2018
Energage	MAKING THE WORLD A BETTER PLACE TO WORK TOGETHER	88/002,441		June 15, 2018
Energage	ENERGAGE	88/062,826		August 2, 2018
Energage	WORKIVERSARY	88/073,422		August 10, 2018
Energage	TOP WORKPLACES	88/192,719		November 13, 2018

EXHIBIT C

PATENTS

<u>Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published ?</u>	<u>Filed/Issue Date:</u>
Energage	CONFIDENTIALITY PROTECTION FOR SURVEY RESPONDENTS	N/A	14/931985	Published	Nov. 4, 2015
Energage	MANAGER-EMPLOYEE COMMUNICATION	N/A	14/931999	Published	Nov. 4, 2015
Energage	INTERACTIVE MEETING AGENDA	N/A	14/932017	Published	Nov. 4, 2015
Energage	UNSTRUCTURED RESPONSE EXTRACTION	N/A	15/223203	Published	Jul. 29, 2016
Energage	DISPLAY SCREEN OR PORTION THEREOF WITH RATING SCALE GRAPHICAL USER INTERFACE	D784400	29/508245	Issued	Nov. 4, 2014 Apr. 18, 2017
Energage	DISPLAY SCREEN OR PORTION THEREOF WITH RATING SCALE GRAPHICAL USER INTERFACE	D784401	29/508250	Issued	Nov. 4, 2014 Apr. 18, 2017
Energage	SURVEY INSIGHT REPORTING SYSTEM AND METHOD		PCT US2018025 832		April 3, 108
Energage	SURVEY INSIGHT REPORTING SYSTEM AND METHOD		10,055,701		August 21, 2018