

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PINC SOLUTIONS		12/17/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88052856	PINC ACCURACY DELIVERED	
Serial Number:	88051012	PINC VISIBILITY. ORCHESTRATED.	
Serial Number:	88050960	PINC AIR	
Serial Number:	88050916	PINC	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	12/20/2018		
Total Attachments: 6			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 3, 2018 by and between **PINC Solutions**, a California corporation ("**Grantor**") and **Avidbank**, a California corporation ("**Bank**").

RECITALS

Bank 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 Bank and Grantor dated of August 22, 2016 and as amended from time to time (the "**Loan Agreement**"). In connection therewith, Grantor and Bank entered into that certain Security Agreement -- Intellectual Property dated as of August 22, 2016 (the "**Original Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. In connection with an amendment to the Loan Agreement being entered into by Bank and Grantor on or around the date hereof, the parties desire to amend and restate the Original Agreement in accordance with the terms set forth herein.

NOW, THEREFORE, Bank and Grantor agree as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C and D hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for pursuant to this Agreement or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement hereby amends and restates the Original Agreement in its entirety, without novation.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

PINC Solutions
32980 Alvarado-Niles Rd, Suite 820
Union City, CA 94587
Attn: Chief Executive Officer
Fax: 510-217-6977

PINC SOLUTIONS

By:  _____

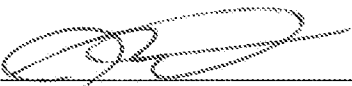
Name: Matthew Yearling

Title: Secretary

Address of Bank:

1732 N 1st Street, 6th Floor
San Jose, CA 95112
Attn: Reisa Babic
Fax: 408-200-7399

AVIDBANK

By:  _____

Name: JON KROSTAD

Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Title	Patent Number / Application Number
System and method for determining and controlling status and location of an object	10,134,007
System and method for determining and controlling status and location of an object	10,127,521
System and method for determining and controlling status and location of an object	9,592,964
RFID tag	8,720,788
Attachment bracket for an RFID tag	8,608,086
RFID tag	D680,520
Systems and methods for determining a location of an object	7,321,305
Position-tracking device for position-tracking system	7,245,215
Position-tracking system	7,236,091
System and methods for implementing supply chain visibility updates	15/672563

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
PINC ACCURACY DELIVERED	88052856	July 25, 2018
PINC VISIBILITY. ORCHESTRATED.	88051012	July 24, 2018
PINC AIR	88050960	July 24, 2018
PINC	88050916	July 24, 2018
ASSET VISIBILITY NETWORK	85161486	*
YARD HOUND	77395322	*
PINC YARD HOUND	77027552	*

* indicates dead, abandoned or cancelled trademark item

EXHIBIT D

Mask Works

Please Check Box if No Mask Works Exist

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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