

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495304

| | | | |
|---|-------------------------------------|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 2ND WATCH, INC. | | 10/24/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ORIX GROWTH CAPITAL, LLC | | |
| Street Address: | 280 Park Avenue, 40 West | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4564242 | 2ND WATCH | |
| Registration Number: | 4564243 | 2ND WATCH | |
| Registration Number: | 4564244 | MAKING THE CLOUD WORK FOR YOUR BUSINESS | |
| 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 2: | McGuireWoods LLP | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| NAME OF SUBMITTER: | Joseph Landweber | | |
| SIGNATURE: | /JOSEPH LANDWEBER/ | | |
| DATE SIGNED: | 10/24/2018 | | |
| Total Attachments: 9 | | | |
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

2ND WATCH, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 24, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ORIX GROWTH CAPITAL, LLC

Street Address: 280 Park Avenue, 40 West

City: New York

State: New York

Country: United States Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: (415) 490-0853

Docket Number: _____

Email Address: jlandweber@mcguirewoods.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

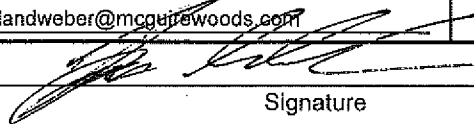
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

October 24, 2018

Date

Joseph Landweber

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

Trademarks

| Trademarks | | | | | | | | |
|---|-------|------------|-----------------|-----------|-----------|--------|---|------------------|
| Title | Class | Date Filed | Application No. | Date Reg. | Reg No. | Status | Docket Item | Next Docket Date |
| 2ND WATCH | 042 | 12/11/13 | 86/141,025 | 7/8/14 | 4,564,242 | TRReg | Declaration of Continued Use (Section 8 and 15) | 4/8/19 |
| 2ND WATCH | 042 | 12/11/13 | 86/141,034 | 7/8/14 | 4,564,243 | TRReg | Declaration of Continued Use (Section 8 and 15) | 4/8/19 |
| MAKING THE CLOUD WORK FOR YOUR BUSINESS | 042 | 12/11/13 | 86/141,045 | 7/8/14 | 4,564,244 | TRReg | Declaration of Continued Use (Section 8 and 15) | 4/8/19 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 24, 2018 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and 2ND WATCH, 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, restated, amended and restated, 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]

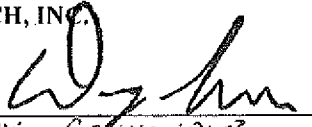
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

600 Stewart St
Seattle, WA 98101
Attn: General Counsel

GRANTOR:

2ND WATCH, INC.

By: 
Name: DOUG SCHNEIDER
Title: CEO

Address of Lender:

280 Park Avenue
40 West
New York, NY, 10017
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By: _____
Name: _____
Title: _____

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 006512 FRAME: 0572

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:

2ND WATCH, INC.

600 Stewart St
Seattle, WA 98101
Attn: General Counsel

By: _____
Name: _____
Title: _____

LENDER:

Address of Lender:

ORIX GROWTH CAPITAL, LLC

280 Park Avenue
40 West
New York, NY, 10017
Attn: General Counsel

By: 
Name: Mark Campbell
Title: Authorized Representative

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 006512 FRAME: 0573

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

| Trademarks | | | | | | | | |
|---|-------|------------|-----------------|-----------|-----------|--------|---|------------------|
| Title | Class | Date Filed | Application No. | Date Reg. | Reg No. | Status | Docket Item | Next Docket Date |
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| MAKING THE CLOUD WORK FOR YOUR BUSINESS | 042 | 12/11/13 | 86/141,045 | 7/8/14 | 4,564,244 | TRReg | Declaration of Continued Use (Section 8 and 15) | 4/8/19 |

SCHEDULE C

Patents

Pending Patents

| Filed Patent Applications | | | | | |
|---------------------------|-----------------|--|-------------------------------|-------------|-----------------|
| Priority To | Application No. | Title | Inventors | Filing Date | Assignee |
| 61/635,778 | 13/865,952 | Cloud Computing Consolidator Billing Systems and Methods | Bliesner | 4/18/2013 | 2nd Watch, Inc. |
| 61/903,274 | 14/538,555 | Cloud Visualization and Management Systems and Methods | Rosenberger | 11/11/14 | 2nd Watch, Inc. |
| | 15/345,874 | Cloud Visualization and Management Platform | Bliesner, Connell, and Carver | 11/8/16 | 2nd Watch, Inc. |

| Pending Patent Office Actions | | | | | |
|--|-----------|------------|-----------|-------------|----------------------|
| Name | Mail Date | App Serial | Draft Due | Docket Date | Type |
| Cloud Computing Consolidator Billing Systems and Methods | 10/11/16 | 13/865,952 | 2/6/17 | 2/11/17 | Pending ¹ |

1) On October 11, 2016 the Company received from the United States Patent and Trademark Office (USPTO) a notice of final office action whereby the USPTO examiner objects to the Company's amended claims to its patent application no. 13/865,952. The USPTO examiner's objection is based primarily upon 35 USC §101 relating to non-patentable subject matter. In September of 2017, the Company filed an appeal with the Patent Trial and Appeal Board appealing the USPTO's examiner's holding. The Company and the USPTO examiner have filed their respective appeal briefing and the matter is currently awaiting a decision from the Patent Trial and Appeal Board.