

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Experitec, Inc.		12/28/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Village Bank & Trust		
Street Address:	1545 Ellinwood Avenue		
City:	Des Plaines		
State/Country:	ILLINOIS		
Postal Code:	60016		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3339305	EXPERITEC	
Registration Number:	3013785	EXPERITEC	
Registration Number:	1498402	SIMVOX	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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:	3122633600		
Email:	maureen.drews@hkllaw.com		
Correspondent Name:	C. Grant McCorkhill		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn St., 30th Fl.		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	C. Grant McCorkhill		
SIGNATURE:	/C. Grant McCorkhill/		
DATE SIGNED:	01/04/2019		
Total Attachments: 6			
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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

December 28, 2018

Experitec, Inc. and Experitec Holdings, Inc., each a Missouri corporation (collectively the "Borrowers" and "Grantors"), and Village Bank & Trust ("Lender"), have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

A. Pursuant to the terms of the Loan Agreement, the Grantors created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

B. The Grantors have adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantors hereby grant to the Lender has a security interest in all of each said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(a) the patents and patent applications, including those set forth in Schedule A hereto, and all inventions and improvements described and claimed therein, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by each such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If the Grantors shall obtain rights to any new patents, trademarks, service marks and/or copyrights, the provisions of this Security Interest Grant Intellectual Property (this "Grant") shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Lender with respect to any such new patents, trademarks, service marks and/or copyrights. Without limiting Grantors' obligations under this paragraph, the Grantors hereby authorize the Lender to unilaterally modify this Grant by amending Schedule A, Schedule B and/or Schedule C, as applicable, to include any such new patents, trademarks, service marks and/or copyrights rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Grant or amend any Schedule hereto shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all Intellectual Property Collateral, whether or not listed on Schedule A, Schedule B or Schedule C.

Delivery of an executed counterpart of a signature page of this Grant by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Grant.

This Grant shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.

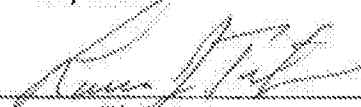
Terms defined in the Loan Agreement and used herein without other definition shall have the respective meanings assigned to them in the Loan Agreement.

(Signature Page Follows)

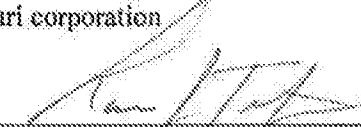
IN WITNESS WHEREOF, Grantors have caused this Security Interest Grant Intellectual Property to be duly executed effective as of the date first written above.

GRANTORS:

EXPERITEC HOLDINGS, INC.,
a Missouri corporation.

By: 
Name: Laurence Tiesjen
Its: President and CEO

EXPERITEC, INC.,
a Missouri corporation

By: 
Name: Laurence Tiesjen
Its: President and CEO

(Signature Page to Security Interest Grant Intellectual Property)

TRADEMARK
REEL: 006533 FRAME: 0240

SCHEDULE A
PATENTS

(None)

Patent Title	Patent No./App. No.	Date Issued	Jurisdiction	Grantor/Owner

(Signature Page to Security Interest Grant Intellectual Property)

SCHEDULE B
TRADEMARKS/SERVICE MARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Owner Name</u>
EXPERITEC	U.S.	3339305	Experitec, Inc.
EXPERITEC	U.S.	3013785	Experitec, Inc.
SIMVOX	U.S.	1498402	Experitec, Inc.

(Signature Page to Security Interest Grant Intellectual Property)

SCHEDULE C
COPYRIGHTS

None

<u>Copyright</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Grantor/Owner</u>

(Signature Page to Security Interest Grant Intellectual Property)