

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Globys, Inc.		12/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88097844	HITCH	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	12/07/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 5, 2018 by and between **SILICON VALLEY BANK**, a California corporation (“Bank”) and **GLOBYS, INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank, Grantor and EZWIM LLC dated as of December 5, 2018 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

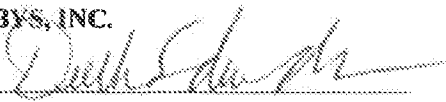
transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

GLOBYS, INC.


By: 

Name: DEREK EDWARDS

Title: CEO

BANK:

SILICON VALLEY BANK

By: 

Name: Ryan Hone

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
CALLVISION	TXu000809730	6/23/97
Callvision	TX0004621303	8/14/97
CallVision, The Premier Call Analysis Software : resource guide	TX0004671737	11/12/97
CALLVISION : version 1.1	TX0004666014	11/12/97
CallVision : the premier call analysis software	TX0004770254	4/3/98
Callvision : version 1.2 / Duane S. Edwards	TX0004760402	4/17/98
CallVision : the Premier Call Analysis Software : resource guide	TX0004820656	7/13/98
CallVision : the Premier Call Analysis Software : activity today!	TX0004980683	12/7/98
CallVision : the Premier Call Analysis Software	TX0004941631	2/17/99
CallVision ASP : version 1.3	TX0005455738	3/15/01
User guide version 1.4	TX0005363922	3/16/01
CallVision EBPP with bill analysis forges an electronic bond between you and your customers	TX0005368574	3/16/01
CallVision user guide PDF	TX0005360972	3/15/01
CallVision.com's analysis delivers lasting customer loyalty and conditions business customers for Internet billing	TX0005360960	3/19/01
I-Analyst user guide	TX0005790515	6/3/02
I-Analyst user guide	TX0005562843	6/3/02
Product and services guide	TX0005544898	6/3/02
Driving adoption : critical success factors and best practices	TX0005562783	6/23/02
I-Statement : online bill paying made easy	TX0005562781	6/3/02
E-Billing with insight	TX0005562782	6/3/02
I-report	TXu001115071	,6/3/02
I-Analyst	TX0005562787	6/3/02
I-Analyst	TX0005615568	6/3/02
CallVision ASP : version 1.9.3	TX0006267833	11/22/05
CallVision ASP : version 2.2.3	TX0006267835	11/22/05
CallVision ASP : version 2.3.2	TX0006290671	11/22/05
CallVision ASP : version 2.4.2	TX0006290670	11/22/05
CallVision ASP : version 2.7.2	TX0006290672	11/22/05
CallVision ASP : version 2.8.3	TX0006425740	11/22/05
CallVision ASP version 2.9	TX0006272861	11/22/05

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TRADEMARK
REEL: 006545 FRAME: 0879

Description	Registration/ Application Number	Registration/ Application Date
CallVision ASP : version 2.10	TX0006267834	11/22/05

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method for reporting calls	6980631	12/27/05
Method and system for selecting optimal commodities based upon business profile and preferences	7006980	2/28/06
System and method for reporting calls	7065192	6/20/06
System and method for reporting and delivering calls	7092502	8/15/06
System and method for assisting customers in choosing a bundled set of commodities using customer preferences	7430531	9/30/08
Method and system for selecting optimal commodities based upon business profile and preferences	7707090	4/27/10
Method and computer readable medium for assisting a customer in choosing among commodities	7711606	5/4/10
Electronic financial management and analysis system and related methods	7774271	8/10/10
Electronic financial management and analysis system and related methods	7996310	8/9/11
Electronic financial management and analysis system and related methods	8666859	3/4/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>File Date</u>
HITCH	88097844	8/29/18
BILL ANALYST	85116712	8/26/10
GLOBYS	77460010	4/28/08
GLOBYS	77459997	4/28/08

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None