

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JINFONET SOFTWARE, INC.		02/07/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		
Street Address:	3003 Tasman Drive		
Internal Address:	HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4141720	JDASHBOARD	
Registration Number:	2926341	JINFONET SOFTWARE	
Registration Number:	2860330	JREPORT	
CORRESPONDENCE DATA			
Fax Number:	2138960400		
<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:	2138915607		
Email:	crachina@buchalter.com		
Correspondent Name:	Corina Rachina		
Address Line 1:	1000 Wilshire Boulevard		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Corina Rachina		
SIGNATURE:	/s/ Corina Rachina		
DATE SIGNED:	02/07/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of February 7, 2019, is entered into by and between **JINFONET SOFTWARE, INC.**, a Maryland corporation ("*Grantor*"), and **SILICON VALLEY BANK**, as administrative agent ("*Administrative Agent*"), pursuant to that certain Guarantee and Collateral Agreement dated as of October 6, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"; capitalized terms not expressly defined herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement), among Grantor, Administrative Agent, and certain of Grantor's affiliates.

RECITALS

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Administrative Agent a security interest in certain Collateral, including the Intellectual Property Collateral (as hereinafter defined).

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 Guarantee and Collateral Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Administrative Agent 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) 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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;

provided, however, that notwithstanding anything to the contrary in this paragraph 1, the security interests created by this Agreement shall not extend to, and the term “Intellectual Property Collateral” (including all of the individual items comprising Intellectual Property Collateral) shall not include any Excluded Assets (as defined in the Credit Agreement).

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 Administrative Agent.

3. Authorization. Grantor hereby authorizes Administrative Agent 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 Guarantee and Collateral Agreement, which is hereby incorporated by reference. The provisions of the Guarantee and Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Guarantee and Collateral 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of page intentionally left blank. Signature page(s) follow(s).]

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:

JINFONET SOFTWARE, INC.,
a Maryland corporation

By: 

Name: Nick Lukens

Title: Vice President and Secretary

[Signatures continue on following page.]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

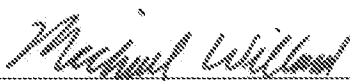
By: 
Name: Michael Willard
Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial/ Registration No.</i>	<i>Filing/ Registration Date</i>
JDASHBOARD	U.S.	85392148 / 4141720	08/08/2011 / 05/15/2012
JINFONET SOFTWARE	U.S.	78277355 / 2926341	07/22/2003 / 02/15/2005
JREPORT	U.S.	78277343 / 2860330	07/22/2003 / 07/06/2004