

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ncontracts, LLC		02/12/2019	Limited Liability Company: DELAWARE
TruPoint Partners, Inc.		02/12/2019	Corporation: DELAWARE
Supernal Software, LLC		02/12/2019	Limited Liability Company: DELAWARE
NContracts Strohl, LLC		02/12/2019	Limited Liability Company: DELAWARE
NContracts Holdings, LLC		02/12/2019	Limited Liability Company: DELAWARE
Ncontracts TruPoint, Inc.		02/12/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
Internal Address:	HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5199300	NVENDOR
Registration Number:	5200078	NCONTINUITY
Registration Number:	5199298	NCYBER
Registration Number:	5199299	NFINDINGS
Registration Number:	5348726	NCOMPLY
Registration Number:	5435986	NRISK
Registration Number:	3724993	THE POWER OF N
Registration Number:	3724996	NCONTRACTS
Registration Number:	3679392	SUPERNAL
Registration Number:	3780083	SCOUT
Registration Number:	4267788	ERM 365

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4566480	TRUPOINT PARTNERS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1046551
NAME OF SUBMITTER:	Daniel Lopez
SIGNATURE:	/Daniel Lopez/
DATE SIGNED:	02/14/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of February 12, 2019 by and between each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “**Grantor**” and, collectively, the “**Grantors**”), and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”).

RECITALS

A. Administrative Agent and the Lenders have 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 Credit Agreement, dated as of the date hereof, by and among **NCONTRACTS, LLC**, a Delaware limited liability company (“**Borrower**”), **NCONTRACTS HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), the several banks and other financial institutions or entities from time to time parties thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Guarantee and Collateral Agreement**”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and Holdings under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and Holdings and the other Grantors have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent 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, and Trademarks listed on Exhibits 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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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.

GRANTORS:

NCONTRACTS HOLDINGS, LLC

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

NCONTRACTS, LLC

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

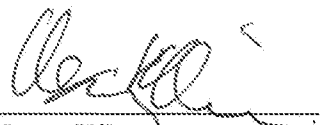
NCONTRACTS STROHL, LLC

By Ncontracts, LLC, its sole member

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

SUPERNAL SOFTWARE, LLC

By Ncontracts, LLC, its sole member

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

NCONTRACTS TRUPOINT, INC.

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

TRUPOINT PARTNERS, INC.

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

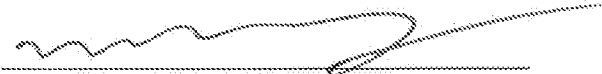
By: 
Name: Henry Wang
Title: Vice President

EXHIBIT A
COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None.

EXHIBIT C
TRADEMARKS

Registered Trademarks of Ncontracts, LLC

<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	5199300	5/9/2017	9/29/2016	Ncontracts, LLC	Nvendor
U.S.	5200078	5/9/2017	12/19/2016	Ncontracts, LLC	Ncontinuity
U.S.	5199298	5/9/2017	9/29/2016	Ncontracts, LLC	Ncyber
U.S.	5199299	5/9/2017	9/29/2016	Ncontracts, LLC	Nfindings
U.S.	5348726	12/5/2017	9/29/2016	Ncontracts, LLC	Ncomply
U.S.	5435986	4/3/2018	9/29/2016	Ncontracts, LLC	Nrisk
U.S.	3724993	12/15/2009	4/29/2009	Ncontracts, LLC	THE POWER OF N
U.S.	3724996	12/15/2009	4/29/2009	Ncontracts, LLC	NCONTRACTS

Registered Trademarks of Supernal Software, LLC

<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	3679392	9/8/2009	2/23/2009	Supernal Software, LLC	SUPERNAL
U.S.	3780083	4/27/2010	2/23/2009	Supernal Software, LLC	SCOUT

Registered Trademarks of Ncontracts Strohl, LLC

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	4267788	1/1/2013	5/2/2012	Ncontracts Strohl, LLC	ERM 365

Domain Names of Ncontracts Strohl, LLC

Domain Name
www.ficsas.com
www.erm365.com
www.strohlrisksolutions.com

Registered Trademarks of TruPoint Partners, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	4566480	7/15/2014	5/9/2013	TruPoint Partners, Inc.	TRUPOINT PARTNERS

Domain Names of TruPoint Partners, Inc.

Domain Name	Expiration Date	Registrant
Trupointpartners.com	August 27, 2020	TruPoint Partners, Inc.
Bankanalyticsnow.com	October 22, 2019	Howard Sullivan
Fairlendingregression.com	May 16, 2019	Howard Sullivan
Fairlendingriskcheck.com	December 17, 2020	Howard Sullivan
Hmdaplus.com	May 16, 2019	Howard Sullivan
Regulatoryanalytics.com	October 22, 2019	Howard Sullivan
Trupointanalytics.com	October 22, 2020	Howard Sullivan

Trupointpartner.com	February 19, 2020	Howard Sullivan
Trupointpartners.net	August 27, 2019	Howard Sullivan
Trupointriskcheck.com	July 18, 2019	Howard Sullivan

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None.