

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM506610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDGEAQ,LLC		01/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4165329	E	
Registration Number:	4165328	EZEEDATA	
Registration Number:	3814090	ICAT	
Registration Number:	3019794	CAD QUEST	
Registration Number:	2997286	BIG HAMMER	
Registration Number:	3078096	EDGENET	
Registration Number:	2847069	DO-IT-YOURSELF GARAGE DESIGNER	
Registration Number:	2958772	DO-IT-YOURSELF PROJECT PLANNER	
Registration Number:	2842024	DO-IT-YOURSELF PATIO DESIGNER	
Registration Number:	2842025	DO-IT-YOURSELF FENCE DESIGNER	
Registration Number:	2842026	DO-IT-YOURSELF DECK DESIGNER	
Registration Number:	2842027	DO-IT-YOURSELF PLAYSET PLANNER	
Registration Number:	2794924	DECKBOT	
Registration Number:	2794927	FENCEBOT	
Registration Number:	2794928	GARAGEBOT	
Registration Number:	2794930	PATIOBOT	
Registration Number:	2794931	PROJECT PLANBOT	
Registration Number:	2903153	BIG HAMMER	
TRADEMARK			

CH \$565.00 4165329

Property Type	Number	Word Mark
Registration Number:	2532023	POWERED BY M20
Registration Number:	2488788	M2O
Registration Number:	2532670	M2O
Registration Number:	2521446	EDGENET MEDIA

CORRESPONDENCE DATA

Fax Number: 3125774688

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: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	01/18/2019

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of January 18, 2019, between the signatory hereto (the “Grantor”) in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of October 24, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto (but in each case, excluding any Excluded Assets), (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. 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 of 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.


SECTION 4. Governing Law. This Agreement and any claims, 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 State of New York, without regard to conflict of law provisions thereof.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

EDGEAQ, LLC,
as Grantor

By: 
Name: Sagit Halpern
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TWIN BROOK CAPITAL PARTNERS, LLC,
as Collateral Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006571 FRAME: 0365

SCHEDULE 1

Trademarks and Trademark Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date
E	85182504	11/22/10	4165329	6/26/12
EZEEDATA	85182320	11/22/10	4165328	6/26/12
ICAT	77874735	11/17/09	3814090	7/6/10
CAD QUEST	78373363	2/24/04	3019794	11/29/05
BIG HAMMER	78373418	2/24/04	2997286	9/20/05
EDGENET	76554740	10/14/03	3078096	4/11/06
DO-IT YOURSELF GARAGE DESIGNER	78267587	6/23/03	2847069	5/25/04
DO-IT YOURSELF PROJECT PLANNER	78267606	6/26/03	2958772	5/31/05
DO-IT YOURSELF PATIO DESIGNER	78247609	5/9/03	2842024	5/11/04
DO-IT YOURSELF FENCE DESIGNER	78247619	5/9/03	2842025	5/11/04
DO-IT YOURSELF DECK DESIGNER	78247641	5/9/03	2842026	5/11/04
DO-IT YOURSELF PLAYSET PLANNER	78247650	5/9/03	2842027	5/11/04
DECKBOT	78206242	1/23/03	2794924	12/16/03
FENCEBOT	78206251	1/23/03	2794927	12/16/03
GARAGEBOT	78206261	1/23/03	2794928	12/16/03
PATIOBOT	78206269	1/23/03	2794930	12/16/03
PROJECT PLANBOT	78206293	1/23/03	2794931	12/16/03
BIG HAMMER	78206043	1/22/03	2903153	11/16/04
POWERED BY M2O	76234520	4/2/01	2532023	1/22/02
M2O	75781819	8/23/99	2488788	9/11/01
M2O	75755721	7/20/99	2532670	1/22/02
EDGENET MEDIA	75163208	9/4/96	2521446	12/25/01