

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FPX, LLC		05/10/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc.		
Street Address:	400 Hamilton Avenue, Suite 301		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5405359	FPX	
Registration Number:	5374131	FPX	
Registration Number:	4931533	FPX	
Registration Number:	4930085	BUSINESS IN CONCERT	
Registration Number:	4595980	FIREPOND BY FPX	
Registration Number:	4587189	CONFIGURE-PRICE-QUOTE	
Registration Number:	3924304	FPX CPQ	
Registration Number:	3912506	FPX CPQ ONDEMAND	
Registration Number:	3820835	FPX	
Registration Number:	3720363	FPX	
Registration Number:	2255254		
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	212-715-9100		
Email:	kltrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

CH \$290.00 5405359

TRADEMARK

NAME OF SUBMITTER:	Diane Torniali
SIGNATURE:	/Diane Torniali/
DATE SIGNED:	05/10/2019
Total Attachments: 5 source=071016_00020_Trademark_Security_Agreement_EXECUTED_FPX#page1.tif source=071016_00020_Trademark_Security_Agreement_EXECUTED_FPX#page2.tif source=071016_00020_Trademark_Security_Agreement_EXECUTED_FPX#page3.tif source=071016_00020_Trademark_Security_Agreement_EXECUTED_FPX#page4.tif source=071016_00020_Trademark_Security_Agreement_EXECUTED_FPX#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of May 10, 2019 is entered into by the entities listed on the signature page hereto (individually and collectively, the "*Grantor*") and HERCULES CAPITAL, INC. (the "*Assignee*"), as Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantor, and certain of the Grantor's affiliates, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "*Credit Agreement*"), between, among others, the Grantor, certain of the Grantor's affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, trade dress, designs and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) the right to obtain all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing, (iii) all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives, and (iv) all income, royalties, and payments now or hereafter due and payable with respect to any of the foregoing, including by reason of

past, present and future infringements; provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks 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 or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

HERCULES CAPITAL, INC.,
as Agent

By: 
Name: Zhuo Huang
Title: Associate General Counsel

GRANTOR:





IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

FPX, L.L.C.
a Texas limited liability company

By: 
Name: Richard Hearn
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**Schedule A to TRADEMARK SECURITY AGREEMENT
Registered Trademarks and Trademark Applications**

Mark	Jurisdiction	Reg. No.	Status	Current Owner of Record
FPX (Stylized) 	U.S. Federal	5405359	Registered	FPX, LLC
FPX (Stylized) 	U.S. Federal	5374131	Registered	FPX, LLC
FPX	U.S. Federal	4931533	Registered	FPX, LLC
BUSINESS IN CONCERT	U.S. Federal	4930085	Registered	FPX, LLC
FIREPOND BY FPX	U.S. Federal	4595980	Registered	FPX, LLC Formerly Firepond, Inc.
CONFIGURE-PRICE-QUOTE	U.S. Federal	4587189	Registered	FPX, LLC
FPX CPQ	U.S. Federal	3924304	Registered Supplemental Register	FPX, LLC
FPX CPQ ONDEMAND	U.S. Federal	3912506	Registered Supplemental Register	FPX, LLC
FPX and Design 	U.S. Federal	3820835	Registered	FPX, LLC
FPX	U.S. Federal	3720363	Registered Supplemental Register	FPX, LLC
Design Only ¹ 	U.S. Federal	2255254	Registered (Renewed)	FPX, LLC Composed of Audrey Spangenberg, Manager

¹ Note to Draft: Unreleased Security Interests in favor of: (i) The Bank of New York, recorded on 04/04/2006 (Reel/Frame: 3282/0586); (ii) Radcliffe SPC, Ltd., recorded on 12/16/2008 (Reel/Frame: 3904/0963); and (iii) The Bank of New York, recorded on 12/16/2008 (Reel/Frame: 3905/0054). Security Interest will be released.