

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InfoMC, Inc.		06/26/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ESW Holdings, Inc.		
Street Address:	401 Congress Avenue, Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75246899	INFOMC	
Registration Number:	2472876	ECURA	
Serial Number:	87093801	INCEDO	
Serial Number:	87700975	INJUVO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6174821776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/Stacey A. Mordas/		
DATE SIGNED:	06/27/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 26, 2019, is made by INFOMC, INC., a Pennsylvania corporation (the "Borrower" and the "Grantor"), in favor of ESW HOLDINGS, INC., in its capacity as the Lender under the Loan and Security Agreement referred to below (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and between Borrower and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrower; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Lender and its permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark and servicemark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in all of the Trademarks and Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control. This Agreement shall constitute a Loan Document (as such term is defined in the Loan and Security Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Loan and Security Agreement pursuant to the provisions thereof, upon written request of the Grantor, and at the expense of the Grantor, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance acceptable to the Lender, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

INFOMC, INC.

By: _____

Name: Quadir Farook

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read "Quadir Farook", is written over a horizontal line. The signature is cursive and somewhat stylized.

LENDER:

ESW HOLDINGS, INC.,
as the Lender

By: Andrew S Price
Andrew S Price (Jun 6, 2019)
Name: Andrew S. Price
Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor Name	Trademark Name	Serial No.	Registration Number	Registration Date	Granting Jurisdiction
InfoMC, Inc.	INFOMC	75/246,899	2187275	September 8, 1998	United States
InfoMC, Inc.	ECURA	75/792,293	2472876	July 31, 2001	United States
InfoMC, Inc.	INCEDO	87/093,801	5410008	February 27, 2018	United States

TRADEMARK APPLICATIONS

Grantor Name	Trademark Name	Serial No.	Current Basis	Application Date	Granting Jurisdiction
InfoMC, Inc.	INJUVO*	87/700,975	1B	November 29, 2017	United States