

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529652

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROSOC, INC.		06/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIDBANK		
<b>Street Address:</b>	1732 N. 1st Street, 6th Floor		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5365511	PROFICIO	
<b>Registration Number:</b>	5355679	PROFICIO	
<b>Registration Number:</b>	4527783	PRONOC	
<b>Registration Number:</b>	4519950	PROSOC	
<b>Serial Number:</b>	88005183	THREATSIGHT	
<b>Serial Number:</b>	88005176	THREATINSIGHT	
<b>Serial Number:</b>	88005171	PROVIEW PLUS	
<b>Serial Number:</b>	87769705	P	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		

OP \$215.00 5365511

<b>DATE SIGNED:</b>	06/28/2019
---------------------	------------

**Total Attachments: 6**

source=ProSOC - IPSA (062419)#page1.tif

source=ProSOC - IPSA (062419)#page2.tif

source=ProSOC - IPSA (062419)#page3.tif

source=ProSOC - IPSA (062419)#page4.tif

source=ProSOC - IPSA (062419)#page5.tif

source=ProSOC - IPSA (062419)#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of June 24, 2019 by and between ProSOC, Inc., a Delaware corporation, formerly known as Proficio, Inc. (“**Grantor**”) and Avidbank, a California corporation (“**Bank**”).

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

ProSOC, Inc.  
1555 Faraday Avenue  
Carlsbad, CA 92008  
Attn: [legal@proficio.com](mailto:legal@proficio.com)

PROSOC, INC.

By: 

Print Name:

JOHN HUMPHREYS

Title:

SVP & OFFICER

Address of Bank:

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Stephen Chen  
Fax: 408-200-7309

AVIDBANK

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

**PROSOC, INC.**

ProSOC, Inc.  
1555 Faraday Avenue  
Carlsbad, CA 92008  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

**AVIDBANK**

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Reisa Babic  
Fax: 408-200-7393

By:  \_\_\_\_\_

Print Name: Reisa Babic

Title: Senior Vice President \_\_\_\_\_

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
--------------	----------------------------	--------------------------

**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<b>Title</b>	<b>Application Number / Patent Number</b>	<b>Application Date / Issue Date</b>
--------------	---	--

**EXHIBIT C**

**Trademarks**

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date / Registration Date</u>
THREATSIGHT	88005183		June 18, 2018
THREATINSIGHT	88005176		June 18, 2018
PROVIEW PLUS	88005171		June 18, 2018
THREATINTEL	88005190		*
P	87769705		January 25, 2018
POWERED BY PROSOC	87333000		*
POWERED BY PROFICIO	87332996		*
PROFICIO	86880897	5365511	December 26, 2017
PROFICIO	86880857	5355679	December 12, 2017
PRONOC	85766057	4527783	May 13, 2014 *
PROSOC	85691773	4519950	April 29, 2014

\* — Indicates trademark is (or will be) dead, abandoned or cancelled