

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPLUS DATA INNOVATIONS, INC.		07/31/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3299322	FASTTRACK	
CORRESPONDENCE DATA			
Fax Number:	2138960400		
<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:	2138915607		
Email:	crachina@buchalter.com		
Correspondent Name:	Corina Rachina		
Address Line 1:	1000 Wilshire Blvd.		
Address Line 2:	12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Corina Rachina		
SIGNATURE:	/s/ Corina Rachina		
DATE SIGNED:	08/02/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 31 2019 by and between COMERICA BANK (“Bank”) and Complus Data Innovations, Inc., a New York corporation (“Grantor”).

RECITALS

A. Bank has 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 Loan and Security Agreement by and between Bank and PASSPORT LABS, INC., a Delaware corporation, formerly known as PassportParking, Inc. (“Original Borrower”) dated as of May 22, 2015 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement” and that certain Joinder Agreement by and among, Bank, Grantor and other loan parties (the “Joinder Agreement”)); capitalized terms used herein are used as defined in the Loan Agreement and Joinder Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and Joinder Agreement.

C. Pursuant to the terms of the Loan Agreement and Joinder Agreement, Grantor has granted to Bank a security interest in all of 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 Bank under the Loan Agreement and Joinder Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Joinder 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Joinder 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


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.

Address of Grantor:

128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Attn: Bob Youakim, CEO

GRANTOR:

COMPLUS DATA INNOVATIONS, INC.

By: 
Name: Bob Youakim
Title: Chief Executive Officer

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

With a copy to:

Comerica Bank
7900 Tysons One Place, Suite 225
McLean, VA 22102
Attn: Hugo D. Fozzati
FAX: (703) 506-1901

BANK:

COMERICA BANK

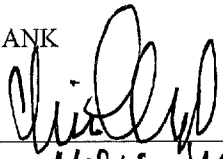
By: 
Name: HUGO D. FOZZATI
Title: SVP

EXHIBIT A

Copyrights

Owner	Copyright Title	Registration No.	File/ Registration Date
Complus Data Innovations, Inc.	CiteIpay	TXu1822099	2012
Complus Data Innovations, Inc.	CiteIssue	TXu1822098	2012
Complus Data Innovations, Inc.	CiteIpay	TXu1813511	2012
Complus Data Innovations, Inc.	CiteTrak	TXu1808195	2015
Complus Data Innovations, Inc.	CiteTrak Desktop	TXu1813535	2015

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Owner	Trademark Title	Serial/ Registration No.	File/ Registration Date
Complus Data Innovations, Inc.	FASTTRACK	78715378 / 3299322	09/19/2005 / 09/25/2007