# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM537363

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name            | Formerly | Execution Date | Entity Type           |
|-----------------|----------|----------------|-----------------------|
| Mavenlink, Inc. |          | 08/20/2019     | Corporation: DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | Western Alliance Bank, an Arizona corporation |  |  |
|-----------------|---|--|--|
| Street Address: | 55 Almaden Boulevard, Suite 100               |  |  |
| City:           | San Jose                                      |  |  |
| State/Country:  | CALIFORNIA                                    |  |  |
| Postal Code:    | 95113   |  |  |
| Entity Type:    | Corporation: ARIZONA                          |  |  |

# **PROPERTY NUMBERS Total: 3**

| Property Type  | Number   | Word Mark       |
|----------------|----------|-----------------|
| Serial Number: | 87778763 | MAVENLINK SPARQ |
| Serial Number: | 87532794 | MAVENLINK       |
| Serial Number: | 86432882 |                 |

#### **CORRESPONDENCE DATA**

Fax Number:

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: 7033826485

Email: DHall@VLPLawGroup.com

**Correspondent Name:** Davis Hall

Address Line 1: 1029 N Stuart Street

Address Line 2: Unit 200

Address Line 4: Arlington, VIRGINIA 22201

| NAME OF SUBMITTER: | Davis Hall  |
|--------------------|-------------|
| SIGNATURE:         | /DavisHall/ |
| DATE SIGNED:       | 08/20/2019  |

## **Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 20, 2019 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and MAVENLINK, INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of August 20, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding any contrary provision hereof, the Intellectual Property Collateral shall not include any Excluded Property (as defined in the Loan Agreement).

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

| GRANTOR:  | LENDER:   |
|---|---|
| MAVENLINK, INC., a Delaware corporation   | WESTERN ALLIANCE BANK, an Arizona corporation   |
| Ву:   | By:   |
| Name: RAY GRAINGEN  | Name:   |
| Title: CEO  | Title:  |
| Address for Notices:<br>Attn:<br>6501 Irvine Center Drive, #250<br>Irvine, CA 92618 | Address for Notices: Attn: 55 Almaden Boulevard, Suite 100 San Jose, California 95113 Tel: (408) 556-6501 |
| Fax:  | Fax:(408) 282-1681  |

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

| GRANTOR:                                | LENDER:  |  |  |
|---|--|--|--|
| MAVENLINK, INC., a Delaware corporation | WESTERN ALLIANCE BANK, an Arizona corporation              |  |  |
| Ву:                                     | By: & Salfeth g  |  |  |
| Name:                                   | Name: Elizabeth Quigley                                    |  |  |
| Title:                                  | Title: AV, RM  |  |  |
| Address for Notices:                    | Address for Notices: Attn: 55 Almaden Boulevard, Suite 100 |  |  |
| 6501 Irvine Center Drive, #250          | San Jose, California 95113                                 |  |  |
| Irvine, CA 92618                        | Tel: (408) 556-6501  |  |  |
| Fax:                                    | Fax:(408) 282-1681   |  |  |

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# EXHIBIT A

# COPYRIGHTS

# Please Check if No Copyrights Exist $\boldsymbol{X}$

| Type of Work: | <u>Title:</u> | International Standard Serial Number (ISSN): | Registration<br>Number: | <u>Filing</u><br><u>Date:</u> | Pre -<br>registered? |
|---------------|---------------|--|-------------------------|-------------------------------|----------------------|
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# EXHIBIT B

# TRADEMARKS

# Please Check if No Trademarks Exist $\square$

| Mark / Title:       | U.S. Serial Number: | <u>U.S. Registration</u><br><u>Number:</u> | <u>USPTO Reference</u><br><u>Number:</u> | Filing<br>Date: |
|---------------------|---------------------|--|--|-----------------|
| MAVENLIN<br>K SPARQ | 87778763            |  |  | 01/31/18        |
| MAVENLIN<br>K       | 87532794            | 5543912                                    |  | 07/18/17        |
| 2                   | 86432882            | 4923755                                    |  | 10/23/14        |
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# EXHIBIT C

# **PATENTS**

# Please Check if No Patents Exist $\square$

| <u>Title:</u>  | Patent Number: | Application Serial Number: | Issued or Published? | Issue Date: |
|--|----------------|----------------------------|----------------------|-------------|
| AUTOMATED RANKING OF ONLINE SERVICE OR PRODUCT PROVIDERS | 10339584       | 13901928                   |                      | 05/24/13    |
| Automated ranking of online service or product providers | 8478651        | 12915697                   |                      | 10/29/10    |
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**RECORDED: 08/20/2019**