

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trinity Computer Services, Inc.		08/21/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Live Oak Banking Company		
Street Address:	1741 Tiburon Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28403		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78570623	A ACUITY ADVANCED CARE	
Serial Number:	88014343	ACUITYNXT	
Serial Number:	88573644	ACUITYNXT	
Serial Number:	87818589	Y	
Serial Number:	87487922	ENVYVE	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire, NCCP/Smith Anderson		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire, NCCP		
SIGNATURE:	/s/ Perky L. Karmire		
DATE SIGNED:	08/22/2019		
Total Attachments: 11			

OP \$140.00 78570623

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of August 21, 2019 by and between LIVE OAK BANKING COMPANY (“**Bank**”) and TRINITY COMPUTER SERVICES, INC. (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) to Grantor and Featherweight Capital Partners LLC (“**FCP**”, and together with Grantor, “**Borrowers**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit or enlarge such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). THE PROVISIONS OF THE LOAN AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature page follows.]

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.

GRANTOR:

TRINITY COMPUTER SERVICES, INC

By: 

Name: Deborah Keller

Title: Chief Executive Officer

BANK:

LIVE OAK BANKING COMPANY

By: Brittany Rowe
Name: Brittany Rowe
Title: AVP-Closing

EXHIBIT A

Copyrights

Title/Mark/Design	Record Copyright Claimants	Registrar Jurisdiction (issued, registered or filed)	Copyright Registration Number	Effective Registration Date	Status
AcuCare, Coronary Artery Disease	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 2-036-658	January 20, 2017	Registered
AcuCare, Adult Health Risk Assessment Program	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 2-048-579	January 20, 2017	Registered
AcuCare, Health Risk Assessment Pediatrics 6-12 Years Program	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 2-048-580	January 20, 2017	Registered
AcuCare, Health Risk Assessment Pediatrics 13-17 Years Program	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 2-048-582	January 20, 2017	Registered
AcuCare, Health and Wellness Program	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-608-162	January 7, 2008	Registered
AcuCare, Diabetes Program	Author is Trinity Computer Services, Inc. but copyright claimant is "Trinity Computer Program" at the address of Company	U.S. Copyright Office	TXu 1-602-218	January 7, 2008	Registered
AcuCare, Heart Failure Program	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-608-166	January 7, 2008	Registered
Acuity, Advanced Care Management, Web v5.11	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-315-783	July 5, 2006	Registered
Acuity, Advanced	Trinity	U.S.	TXu 1-311-184	June 27, 2006	Registered

Care Management, Provider Exchange v5.11	Computer Services, Inc.	Copyright Office			
Acuity, Advanced Care Management, v5.11	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-310-331	July 7, 2006	Registered
Acuity, Advanced Care Management, Web v5.11	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-315-783	July 5, 2006	Registered
Life Skills Program	Michael G. Jennings, but filed by Trinity Computer Services, Inc. as part of the derivative work of TXu-259-770	U.S. Copyright Office	TXu 1-311-183	July 14, 2006	Registered
Acuity Advanced Care Management, V4.0	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-258-770	September 12, 2005	Registered
Acuity Advanced Care Management, V3.0	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-207-265	October 27, 2004	Registered
Wisdom v7.9	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-207-443	October 29, 2004	Registered
Wisdom v7.8	Trinity Computer Services, Inc.	U.S. Copyright Office	TX 6-011-204	July 30, 2004	Registered
WebAuth v7.7	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 1-190-080	July 30, 2004	Registered
PC/PAT	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 554-792	February 3, 1993	Registered
Wisdom: Knowledge Applied	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 469-661	February 25, 1991	Registered

Wisdom: Knowledge Applied/Credentialing	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 328-860	June 15, 1988	Registered
Wisdom Knowledge Applied	Trinity Computer Services, Inc.	U.S. Copyright Office	TXu 297-087	August 24, 1987	Registered

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Title/Mark/ Design	Record Owner/Inventors (if any)	Registrar Jurisdiction (issued, registered or filed)	Patent/Registration/ Application Serial Number	Issue/Registr ation/Filing Date	Status
Acuity Advanced Care	Trinity Computer Services, Inc.	United States Patent and Trademark Office ("USPTO")	TM Registration No. 3522452/ U.S. Serial No. 78570623	October 21, 2008	Registered
Y ACUITYnxt (stylized Design)	Trinity Computer Services, Inc.	USPTO	TM Registration No. 5771314/U.S. Serial No. 88014343	June 4, 2019	Registered
ACUITYnxt (text)	Trinity Computer Services, Inc. dba TCS Healthcare Technologies	USPTO	U.S. Serial Number: 88573644	August 9, 2019	Pending
Y (Stylized/De sign)	Trinity Computer Services, Inc.	USPTO	U.S. Serial Number: 87818589	March 2, 2018	Pending
ENVYVE (text)	Trinity Computer Services, Inc.	USPTO	U.S. Serial Number: 87487922	June 13, 2017	Pending but currently suspended and may be withdrawn

EXHIBIT D

Mask Works

NONE.