

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549150

<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>
CONNXUS, INC.		10/14/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DCP FUND III LLC		
<b>Street Address:</b>	330 West Spring Street		
<b>Internal Address:</b>	SUITE 200		
<b>City:</b>	COLUMBUS		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 39</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87553863	CONNXSCORE	
<b>Serial Number:</b>	87554361		
<b>Serial Number:</b>	87554500		
<b>Registration Number:</b>	4707324	CONNXUS	
<b>Registration Number:</b>	5261201	CONNXUS	
<b>Registration Number:</b>	4708294	CONNXUS	
<b>Registration Number:</b>	5083760	CONNXUS CARES	
<b>Registration Number:</b>	5134670	CONNXUS CARES	
<b>Registration Number:</b>	5083807	CONNXUS CARES	
<b>Registration Number:</b>	5139051	CONNXUS PLATINUM	
<b>Serial Number:</b>	87555397	CONNXUS PROCURE SCORECARD	
<b>Serial Number:</b>	87555387	CONNXUS RISK SCORECARD	
<b>Registration Number:</b>	5046860	CONNXSMART	
<b>Registration Number:</b>	5156525	SMARTSCRUB	
<b>Registration Number:</b>	4708368	SUPPLIER DIVERSITY MADE SIMPLE	
<b>Serial Number:</b>	87555402	PROCURE SCORECARD	
<b>Serial Number:</b>	87555411	RISK SCORECARD	
<b>Registration Number:</b>	4861374	TIERTRACKER	

CH \$990.00 87553863

Property Type	Number	Word Mark
Registration Number:	5183332	
Registration Number:	5183330	
Serial Number:	87008147	
Registration Number:	5242628	
Registration Number:	5183324	
Registration Number:	5183323	\$ X
Registration Number:	5183329	X
Registration Number:	5183325	
Registration Number:	5197121	X
Registration Number:	5197140	X
Serial Number:	87008165	SXX
Serial Number:	87012840	SXX
Registration Number:	5224446	
Registration Number:	5088549	X
Serial Number:	87078428	X
Serial Number:	87080116	XX
Serial Number:	87316395	SUPPLIER MANAGEMENT MADE SIMPLE
Serial Number:	87975499	SUPPLIER MANAGEMENT MADE SIMPLE
Serial Number:	87298573	CONNXUS ECONOMIC IMPACT REPORT
Serial Number:	87418991	X
Serial Number:	87417534	X

**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:** 6142272063  
**Email:** nbahhur@porterwright.com  
**Correspondent Name:** Noor E. Bahhur  
**Address Line 1:** 41 South High Street  
**Address Line 2:** Suite 2900  
**Address Line 4:** Columbus, OHIO 43215

<b>NAME OF SUBMITTER:</b>	Noor E. Bahhur
<b>SIGNATURE:</b>	/Noor E. Bahhur/
<b>DATE SIGNED:</b>	11/12/2019

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 15, 2019, is made by CONNXUS, INC., a Delaware corporation ("Borrower"), in favor of DCP FUND III LLC, an Ohio limited liability company ("Lender").

### **Background Information**

As a condition precedent to the making of advances by Lender under the Loan and Security Agreement dated as of even date herewith (the "Loan Agreement") between Borrower and Lender, Borrower has granted to Lender a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

### **Provisions**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. **Grant of Security**. Borrower hereby grants to Lender for the benefit of Lender a security interest in and to all of the right, title and interest of Borrower in, to and under Borrower's Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the "IP Collateral"):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the "Patents");

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark 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;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) 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, injury to goodwill, 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.

2. **Recordation.** Borrower 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 Lender.

3. **New Collateral.** If, before the Obligations shall have been irrevocably paid in full and the Loan Agreement terminated, Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof, and Borrower shall give Lender written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at Lender's request, Borrower shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 3.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Intellectual Property, the IP Collateral, and Lender's security interests therein are as more fully set forth in the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

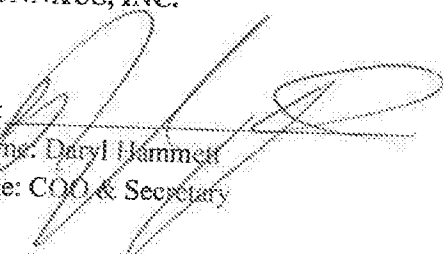
6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

CONNXUS, INC.

By:   
Name: Daryl Hammett  
Title: COO & Secretary

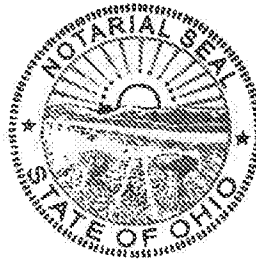
STATE OF OHIO )  
 ) ss.  
COUNTY OF WARREN )

On this 14<sup>th</sup> day of October, 2019, before me personally appeared Daryl Hammett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CONNXUS, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

  
Notary Public

Name: Dana Braxton

My commission expires: 3/14/2024



DANA M. BRAXTON  
Notary Public, State of Ohio  
My Commission Expires 03-14-2024

AGREED TO AND ACCEPTED:

DCP FUND III LLC  
By: DCP Fund III Manager LLC, its  
Manager

By \_\_\_\_\_  
Stephanie Fortener, Member



## SCHEDULES

### Schedule 1 –

A. Registered Patents: None

B. Patent Applications:

1. U.S. Continuation Patent Application Serial No.: 15/954,848
2. U.S. Non-Provisional Patent Application Serial No.: 14/658,815

C. Patent Licenses: None

### Schedule 2 –

A. Registered Trademarks and Trademarks Applications:

Trademark	Serial Number	Registration Number	Date Filed	Status
CONNXSCORE	87/553,863		August 2, 2017	Pending
CONNXSCORE logo (color claim)	87/554,361		August 3, 2017	Pending
CONNXSCORE logo (no color claim)	87/554,500		August 3, 2017	Pending
CONNXUS	86/337,420	4,707,324	July 15, 2014	Registered
CONNXUS	87/319,687	5,261,201	January 31, 2017	Registered
CONNXUS logo (no color claim)	86/368,102	4,708,294	August 15, 2014	Registered
CONNXUS CARES	86/904,218	5,083,760	February 10, 2016	Registered
CONNXUS CARES (black and red claimed)	86/929,659	5,134,670	March 4, 2016	Registered
CONNXUS CARES logo (no color claim)	86/929,629	5,083,807	March 4, 2016	Registered
CONNXUS PLATINUM	87/077,349	5,139,051	June 20, 2016	Registered
CONNXUS PROCURE SCORECARD	87/555,397		August 3, 2017	Pending
CONNXUS RISK SCORECARD	87/555,387		August 3, 2017	Pending
CONNXSMART	86/764,972	5,046,860	September 22, 2015	Registered
SMARTSCRUB	86/336,955	5,156,525	July 14, 2014	Registered.



Trademark	Serial Number	Registration Number	Date Filed	Status
SUPPLIER DIVERSITY MADE SIMPLE	86/394,873	4,708,368	September 15, 2014	Registered
SUPPLIER DIVERSITY MADE SIMPLE PROCURE SCORECARD	87/555,402		August 3, 2017	Pending
SUPPLIER DIVERSITY MADE SIMPLE RISK SCORECARD	87/555,411		August 3, 2017	Pending
TIERTRACKER	86/673,967	4,861,374	June 25, 2015	Registered on the Supplemental Register
Ajar door logo (no color claimed)	87/018,138	5,183,332	April 28, 2016	Registered.
Ajar door logo (red, black and white claimed)	87/018,086	5,183,330	April 28, 2016	Registered.
Dollar-bill logo (no color claim)	87/008,147		April 20, 2016	The USPTO has accepted the statement of use.
Dollar-bill logo (red, white and black are claimed)	87/013,052	5,242,628	April 25, 2016	Registered.
Dollar-bill symbol with an "x" (no color claim)	87/017,386	5,183,324	April 28, 2016	Registered.
Dollar-bill symbol with an "x" (red, white, black, gray and white are claimed)	87/017,255	5,183,323	April 28, 2016	Registered.
Magnifying glass (no color claim)	87/017,984	5,183,329	April 28, 2016	Registered.
Magnifying glass logo (red, white, black and yellow are claimed)	87/017,489	5,183,325	April 28, 2016	Registered.
Microscope logo (no color claimed)	87/008,157	5,197,121	April 20, 2016	Registered.
Microscope logo (red, black and white claimed)	87/012,978	5,197,140	April 25, 2016	Registered.
Letter "S" logo with two "x"s (no color claimed)	87/008,165		April 20, 2016	The Trademark Office has accepted the statement of use.
Letter "S" logo with two "x"s (red, black and white claimed)	87/012,840		April 25, 2016	The Trademark Office has accepted the statement of use.

Trademark	Serial Number	Registration Number	Date Filed	Status
Seven heads' logo (no claim of color)	87/017,134	5,224,446	April 28, 2016	Registered.
Seven heads' logo (red, black, white, yellow, green, orange, blue and brown are claimed)	87/016,312	5,088,549	April 27, 2016	Registered
Two hands shaking (grey, red, white claimed)	87/078,428		June 21, 2016	Published October 11, 2016—F.N.B. Corporation filed a notice of opposition on February 7, 2017
Two hands shaking (no color claimed)	87/080,116		June 22, 2016	Published October 11, 2016—F.N.B. Corporation filed a notice of opposition on February 7, 2017
SUPPLIER MANAGEMENT MADE SIMPLE	87/316,395		January 1, 2017	Disclaimer as to “SUPPLIER MANAGEMENT”  Published August 15, 2017
SUPPLIER MANAGEMENT MADE SIMPLE	87/975,499		January 27, 2017	Disclaimer as to “SUPPLIER MANAGEMENT”  Published August 15, 2017
CONNXUS ECONOMIC IMPACT REPORT	87/298,573		January 12, 2017	Reply to office action due on October 21, 2017
X LOGO (no color claim)	87/418,991		April 4, 2017	Published August 22, 2017
X LOGO (red & black)	87/417,534		April 19, 2017	Published August 22, 2017

B. Trademark Licenses: None

**Schedule 3 –**

A. Registered Copyrights: None

B. Copyright Applications: None

C. Copyright Licenses: None