

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EvolveIP, LLC		11/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5193190	THE COMPLIANCE CLOUD	
Registration Number:	5234905	THE EVOLVE IP COMPLIANCE CLOUD	
Registration Number:	4797790	EVOLVE IP ONECLOUD	
Registration Number:	4628477	EVOLVE IP	
Registration Number:	4628478	EVOLVE IP	
Registration Number:	4628479	EVOLVE IP THE CLOUD SERVICES COMPANY	
Registration Number:	4736885	THE CLOUD SERVICES COMPANY	
Registration Number:	4324383	OSSMOSIS	
Registration Number:	4475012	XTIUM	
Registration Number:	4393752	CLOUD IQ	
Registration Number:	5465707	EVOLVECONTACT	
Registration Number:	5279730	EVOLVE IP CLOUD CONNECT	
Registration Number:	5333440	PURPOSE-BUILT	
Registration Number:	4453598		
Registration Number:	4070613	AZZARON	
Registration Number:	5896730	ALWAYS COLLABORATE	
Registration Number:	5896408	ALWAYS COLLABORATING	
Registration Number:	5896416	NEVER STOP COLLABORATING	

CH \$465.00 5193190

CORRESPONDENCE DATA**Fax Number:** 3129021061*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:** 312.577.8034**Email:** oscar.ruiz@kattenlaw.com**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenam**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 386409-32**NAME OF SUBMITTER:** Oscar Ruiz**SIGNATURE:** /Oscar Ruiz/**DATE SIGNED:** 11/26/2019**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of November 26, 2019, by EVOLVEIP, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of November 26, 2019, by and among the Borrowers party thereto, Agent and the Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 26, 2019, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Grantee as follows:

1. Credit Agreement and Guarantee and Collateral Agreement. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EVOLVEIP, LLC, a Delaware limited liability company

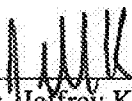
By: 

Name: Jeff Coursen

Title: Chief Financial Officer, Strategic Advisor and Treasurer

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Jeffrey Karczynski
Title: Director

SCHEDULE A

Trademark Registrations

Mark	Status	Application Date	Application Number	Registration Date	Registration Number
THE COMPLIANCE CLOUD	Registered	4/8/16	86969704	4/25/17	5193190
THE EVOLVE IP COMPLIANCE CLOUD	Registered	4/8/16	86969722	7/4/17	5234905
EVOLVE IP ONECLOUD	Registered	4/4/14	86242912	8/25/15	4797790
EVOLVE IP	Registered	3/26/14	86233233	10/28/14	4628477
EVOLVE IP	Registered	3/26/14	86233277	10/28/14	4628478
EVOLVE IP THE CLOUD SERVICES COMPANY	Registered	3/26/14	86233304	10/28/14	4628479
THE CLOUD SERVICES COMPANY	Registered	3/26/14	86233313	5/12/15	4736885
OSSMOSIS	Registered	9/5/12	85720576	4/23/13	4324383
XTIUM	Registered	6/21/13	85966409	1/28/14	4475012
CLOUD IQ	Registered	7/18/12	85679928	8/27/13	4393752
EVOLVECONTACT	Registered	2/21/17	87343339	5/8/18	5465707
EVOLVE IP CLOUD CONNECT	Registered	10/24/16	87213117	9/5/17	5279730
PURPOSE-BUILT	Registered	1/11/17	87297108	11/14/17	5333440
DESIGN ONLY	Registered	11/27/12	85788500	12/24/13	4453598
AZZARON	Registered	5/9/11	85315731	12/13/11	4070613
ALWAYS COLLABORATE	Registered	4/25/19	88401954	10/29/19	5896730
ALWAYS COLLABORATING	Registered	4/23/19	88398606	10/29/19	5896408
NEVER STOP COLLABORATING	Registered	4/23/19	88398671	10/29/19	5896416