

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTXCEL, INC.		12/30/2019	Corporation: DELAWARE
TEXTERITY INC.		12/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4568375	GTXCEL	
Registration Number:	3936518	WE KNOW YOUR ISSUES	
Registration Number:	3924727	WE KNOW YOUR ISSUES	
Registration Number:	3924726	WE KNOW YOUR ISSUES	
Registration Number:	3924723	COVERLEAF	
Registration Number:	3924722	COVERLEAF	
Registration Number:	3924721	COVERLEAF	
Registration Number:	2516071	TEXTERITY	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		

OP \$215.00 4568375

SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	12/30/2019
Total Attachments: 6 source=GTxcel - IPSA#page1.tif source=GTxcel - IPSA#page2.tif source=GTxcel - IPSA#page3.tif source=GTxcel - IPSA#page4.tif source=GTxcel - IPSA#page5.tif source=GTxcel - IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 30, 2019 by and between GTXCEL, INC., a Delaware corporation ("Parent"), and TEXTERITY INC., a Delaware corporation ("Subsidiary") and MONTAGE CAPITAL II, L.P., a Delaware limited partnership ("Lender"). Parent and Subsidiary are each referred to herein as a "Borrower" and collectively, as the "Borrowers".

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and between Lender and Borrowers dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Each Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which any Borrower 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

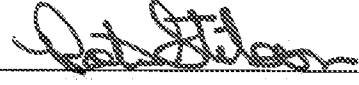
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrowers:

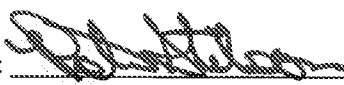
144 Turnpike Road
Southborough, MA 01772
Attn: Peter Stilson, CEO; Robert Epping, CFO

BORROWERS:

GTXCEL INC.

By: 
Name: Peter Stilson
Title: President and Chief Executive Officer

TEXTERITY INC.

By: 
Name: Peter Stilson
Title: President

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

LENDER:

MONTAGE CAPITAL II, L.P.

By: _____
Name: _____
Title: _____

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 Borrowers:

144 Turnpike Road
Southborough, MA 01772
Attn: Peter Stilson, CEO; Robert Epping, CFO

BORROWERS:

GTXCEL INC.

By: _____

Name: _____

Title: _____

TEXTERITY INC.

By: _____

Name: _____

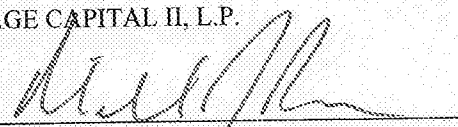
Title: _____

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

LENDER:

MONTAGE CAPITAL II, L.P.

By:  _____

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

TRADEMARK

REEL: 006827 FRAME: 0504

SCHEDULE A

Copyrights

If None, check this box:

<u>Name of Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

Name of Owner	Description	Patent Number / Application Number	Issue Date / Application Date
Parent	Unified publishing platform	14/799428	July 14, 2015
Subsidiary	Method and expert system for deducing document structure in document conversion	7,313,754	December 25, 2007
Subsidiary	System and method for converting a page description file to a composite representation thereof for fast Web viewing	7,257,771	August 14, 2007

SCHEDULE C

Trademarks

Name of Owner	Description	Serial Number	Registration Number	Application Date / Registration Date
Parent	GTXCEL	86144197		*
Parent	GTXCEL	86144207	4568375	July 15, 2014
Subsidiary	MAGAZINES TO FIND, SHARE AND ENJOY	77940785	3924747	*
Subsidiary	WE KNOW YOUR ISSUES	77933216	3936518	March 29, 2011
Subsidiary	WE KNOW YOUR ISSUES	77933214	3924727	March 1, 2011
Subsidiary	WE KNOW YOUR ISSUES	77933210	3924726	March 1, 2011
Subsidiary	COVERLEAF	77932751	3924723	March 1, 2011
Subsidiary	COVERLEAF	77932736	3924722	March 1, 2011
Subsidiary	COVERLEAF	77932711	3924721	March 1, 2011
Subsidiary	DIGITAL DELIVERY MADE SIMPLE	76567360	2910219	*
Subsidiary	TEXTCAFE	76567358	3039050	*
Subsidiary	PUBLISHED WEB FORMAT	76567573	2986601	*
Subsidiary	FREESVG	76567359		*
Subsidiary	TEXTERITY	75508312	2516071	December 1, 2011
Subsidiary	EDLET	75508311	2646054	*

* — indicates dead, abandoned or cancelled trademark item