

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561888

| | | | |
|---|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| APPDIRECT, INC. | | 12/29/2017 | Corporation: DELAWARE |
| STANDING CLOUD DIRECT, INC. | | 12/29/2017 | Corporation: DELAWARE |
| CLOUD SERVICE PARTNERS, INC. | | 12/29/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HERCULES CAPITAL, INC., AS AGENT | | |
| Street Address: | 400 Hamilton Avenue, Suite 310 | | |
| City: | Palo Alto | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94301 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88155882 | APPSMART | |
| Serial Number: | 88367672 | DIGITAL ENDURANCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4156932222 | | |
| <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: | 4156932000 | | |
| Email: | crhem@cooley.com | | |
| Correspondent Name: | Cooley LLP | | |
| Address Line 1: | 101 California Street, 5th Floor | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| ATTORNEY DOCKET NUMBER: | 305866-1031 | | |
| NAME OF SUBMITTER: | C. Rhem | | |
| SIGNATURE: | /CR/ | | |
| DATE SIGNED: | 02/12/2020 | | |
| Total Attachments: 6 | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of December 29, 2017, by and among HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and APPDIRECT, INC., a Delaware corporation ("AppDirect"), STANDING CLOUD DIRECT, INC., a Delaware corporation ("Standing Cloud") and CLOUD SERVICE PARTNERS, INC. ("Cloud Service"; together with AppDirect and Standing Cloud, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as "Lender"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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.

All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

[SIGNATURES TO FOLLOW]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

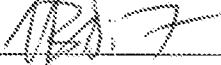
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantors:

650 California Street
Floor 25
San Francisco, CA 94108
Attention: Michael DiFilippo

GRANTORS:

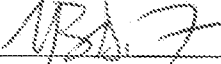
APPDIRECT, INC.

By: 

Name: Michael DiFilippo

Title: Chief Financial Officer

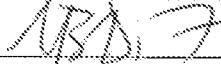
STANDING CLOUD DIRECT, INC.

By: 

Name: Michael DiFilippo

Title: Chief Financial Officer

CLOUD SERVICE PARTNERS, INC.

By: 

Name: Michael DiFilippo

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

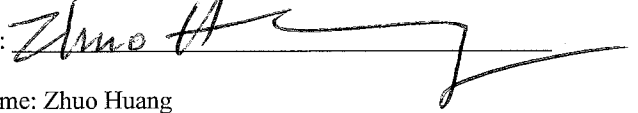
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

| <u>Owner</u> | <u>Description</u> | <u>Patent / Application Number</u> | <u>Issue / Application Date</u> |
|--------------|--|--|---|
| AppDirect | Indirect and direct delivery of applications | 9,886,712 | 02/06/18 |
| AppDirect | Indirect and direct delivery of applications | 15/865,772 | 01/09/18 |
| AppDirect | Offline License Validator | 62/908,519 | 09/30/19 |
| AppDirect | Geographically Local License Sharing | 16/705,059 | 12/05/19 |
| AppDirect | White-Labeled Data Connections for Multi-Tenant Cloud Platforms | 16/718,064 | 12/17/19 |
| AppDirect | Advanced Notification System | 16/730,385 | 12/30/19 |

EXHIBIT C
TRADEMARKS

| <u>Owner</u> | <u>Description</u> | <u>Registration/ Serial Number</u> | <u>Registration/ Application Date</u> |
|----------------|--------------------|--|---|
| AppDirect | APPDIRECT | 4,827,466 | 10/06/15 |
| AppDirect | APPDIRECT | 4,425,889 | 10/29/13 |
| AppDirect | APPSMART | 88/155,882 | 10/15/18 |
| AppDirect | DIGITAL ENDURANCE | 88/367,672 | 04/02/19 |
| Standing Cloud | STANDING CLOUD | 4,818,120 | 09/22/15 |
| Standing Cloud | STANDING CLOUD | 4,790,750 | 08/11/15 |
| Cloud Service | INTERNET REQUIRED | 4,077,982 | 12/27/11 |