

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPCAROUSELDIRECT INC.		02/28/2020	Corporation: CANADA
ENTERPRISE JBILLING SOFTWARE LTD.		02/28/2020	Corporation: CANADA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	4671174	REACHPLAY	
Registration Number:	2986044	WMODE	
Registration Number:	2978164	WMODE	
Registration Number:	3162303	JBILLING	
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:	02/28/2020		

CH \$115.00 4671174

Total Attachments: 6

source=Hercules - IPSA AppCarouselDirect CAD Guaranty#page1.tif

source=Hercules - IPSA AppCarouselDirect CAD Guaranty#page2.tif

source=Hercules - IPSA AppCarouselDirect CAD Guaranty#page3.tif

source=Hercules - IPSA AppCarouselDirect CAD Guaranty#page4.tif

source=Hercules - IPSA AppCarouselDirect CAD Guaranty#page5.tif

source=Hercules - IPSA AppCarouselDirect CAD Guaranty#page6.tif

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 February 28, 2020, by and among HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), APPCAROUSELDIRECT INC., a corporation organized under the laws of Alberta, and ENTERPRISE JBILLING SOFTWARE LTD., a corporation organized under the laws of Ontario (collectively "Grantors", and each, a "Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") pursuant to that certain Loan and Security Agreement, dated as of December 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among APPDIRECT, INC., a Delaware corporation and certain of its subsidiaries party thereto as borrowers, the several banks and other financial institutions from time to time parties thereto as lenders (individually or collectively, as the context may require, "Lender"), and Agent.

B. In connection with the Loan Agreement, Grantors each are entering into a Guarantee, dated as of the date hereof in favor of Agent and Lender and a Security Agreement in favor of Agent and Lender, each dated as of the date hereof (the "Canadian Guarantee and Security Documents"), to provide a secured guaranty with respect to the Secured Obligations.

C. Pursuant to the Canadian Guarantee and Security Documents, each 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, each Grantor agrees as follows:

1. To secure the Secured Obligations and any other obligations pursuant to the Canadian Guarantee and Security Agreement, each Grantor grants and pledges to Agent a security interest in all of such Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks registered with the United States Patent and Trademark Office and the United States Copyright Office, a complete list of which is set forth on Exhibits A, B and C hereto, respectively).

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

3. Each 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.

4. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such 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 with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Canadian Guarantee and Security Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[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:

c/o AppDirect, Inc.
650 California Street
25th Floor
San Francisco, CA 94108
Attention: General Counsel

GRANTORS:


APPCAROUSELDIRECT INC.

By: 

Name: Leonard Lepner

Title: VP Finance

ENTERPRISE JBILLING SOFTWARE LTD.

By: 

Name: Leonard Lepner

Title: VP Finance

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

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

AGENT:

HERCULES CAPITAL INC.

By: 

Name: Zhou 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>
AppCarouselDirect Inc.	System and method to provide real time transaction validation and billing via a communications network	8,249,960	08/21/2012
AppCarouselDirect Inc.	Method and apparatus for telecommunication expense management	7,957,718	06/07/2011
AppCarouselDirect Inc.	System method and apparatus for providing an application carousel	8,739,070	05/27/2014

EXHIBIT C
TRADEMARKS

<u>Owner</u>	<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
AppCarouselDirect Inc.	REACHPLAY	4,671,174	1/13/15
AppCarouselDirect Inc.	WMODE	2,986,044	8/16/05
AppCarouselDirect Inc.	WMODE DESIGN	2,978,164	7/26/05
Enterprise JBilling Software Ltd.	JBILLING	3,162,303	10/24/06