

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3Pillar Global, Inc.		03/09/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	BBVA USA		
Street Address:	8080 North Central Expressway, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87531825	PRODUCT MINDSET	
Registration Number:	4799255	3PILLAR	
Registration Number:	4799256	INNOVATE	
Registration Number:	4799257	ACCELERATE	
Registration Number:	4799258	ELEVATE	
Registration Number:	4799259	NAVIGATE	
Registration Number:	4543654	PURPOSEFUL ENGINEERING	
Registration Number:	4516688	ADAPTIVE PLM	
Registration Number:	4537165	I3P QUICKSTART	
Registration Number:	4533294	I3P PROTOTYPE	
Registration Number:	4533295	I3P INNOVATE	
Registration Number:	4537166	I3P ACCELERATE	
Registration Number:	4537167	I3P EXTENDER	
Registration Number:	4533239	I3P	
Registration Number:	4406320	DISCIPLINED INNOVATION	
Registration Number:	4509062	3PILLAR GLOBAL	
Registration Number:	4420940		
Registration Number:	4453683	3 PILLAR GLOBAL	

OP \$465.00 87531825

CORRESPONDENCE DATA**Fax Number:** 6123408827*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:** 612.492.6842**Email:** ip.docket@dorsey.com**Correspondent Name:** Jeffrey R. Cadwell**Address Line 1:** Dorsey & Whitney LLP**Address Line 2:** 50 South Sixth Street, Suite 1500**Address Line 4:** Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	504003-00041
NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	03/10/2020

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified, this “*Agreement*”) is made on this 9th day of March, 2020, by 3Pillar Global, Inc., a Virginia corporation (“*Grantor*”), with its principal place of business and mailing address at 400 Madison Avenue, Suite 3A, New York, NY 10017, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, assigns, conveys, pledges, hypothecates and collaterally transfers to BBVA USA, an Alabama banking corporation, with its mailing address at 8080 North Central Expressway, Suite 1500, Dallas, TX 75206, in its capacity as Agent for Lenders (“*Agent*”), for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (the “*Trademark Collateral*”):

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill associated with or symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) all proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of the Guaranteed Obligations of Grantor as set out in that certain Security Agreement bearing even date herewith among Grantor, the other grantors party thereto and Agent, as the same may be amended, restated, amended and restated, modified, supplemented, replaced or otherwise modified from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Grantor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Agent.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

This Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year last above written.

3PILLAR GLOBAL INC.


By 
Name: David DeWolf
Title: President & Chief Executive Officer

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 006887 FRAME: 0746

Accepted and agreed to as of the date and year last above written.

BBVA USA, AS AGENT


By: 
Name: Kayle Green
Title: Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

OWNED U.S. TRADEMARKS:

Grantor	Country	Mark	Serial/ Registration No.	App/Reg Date
3PILLAR GLOBAL, INC.	U.S.	PRODUCT MINDSET	App 87531825	App 18-JUL-2017
3PILLAR GLOBAL, INC.	U.S.	3PILLAR	Reg 4799255	Reg 25-AUG-2015
3PILLAR GLOBAL, INC.	U.S.	INNOVATE	Reg 4799256	Reg 25-AUG-2015
3PILLAR GLOBAL, INC.	U.S.	ACCELERATE	Reg 4799257	Reg 25-AUG-2015
3PILLAR GLOBAL, INC.	U.S.	ELEVATE	Reg 4799258	Reg 25-AUG-2015
3PILLAR GLOBAL, INC.	U.S.	NAVIGATE	Reg 4799259	Reg 25-AUG-2015
3PILLAR GLOBAL, INC.	U.S.	Powerful Engineering	Reg 4543654	Reg 03-JUN-2014
3 PILLAR GLOBAL, INC.	U.S.	Adaptive PLM	Reg 4516688	Reg 15-APR-2014
3PILLAR GLOBAL INC	U.S.	i3P Quickstart	Reg 4537165	Reg 27-MAY-2014
3PILLAR GLOBAL INC	U.S.	i3P Prototype	Reg 4533294	Reg 20-MAY-2014
3PILLAR GLOBAL INC	U.S.	i3P Innovate	Reg 4533295	Reg 20-MAY-2014
3PILLAR GLOBAL INC	U.S.	i3P Accelerate	Reg 4537166	Reg 27-MAY-2014
3PILLAR GLOBAL INC	U.S.	i3P Extender	Reg 4537167	Reg 27-MAY-2014
3PILLAR GLOBAL INC	U.S.	i3P	Reg 4533239	Reg 20-MAY-2014
3PILLAR GLOBAL INC	U.S.	Disruptive Innovation	Reg 4406320	Reg 24-SEP-2013
3PILLAR GLOBAL INC.	U.S.	3PILLAR GLOBAL	Reg 4509062	Reg 08-APR-2014
3PILLAR GLOBAL INC.	U.S.		Reg 4420940	Reg 22-OCT-2013

Grantor	Country	Mark	Serial/ Registration No.	App/Reg Date
3PILLAR GLOBAL INC.	U.S.		Reg 4453683	Reg 24-DEC-2013