

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570557

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACENDRE MIDCO, INC.		04/03/2020	Corporation: DELAWARE
ACENDRE TECHNOLOGIES, INC.		04/03/2020	Corporation: DELAWARE
ACENDRE, INC.		04/03/2020	Corporation: DELAWARE
INTERACTIVE COMMUNICATIONS SOLUTIONS GROUP, INC.		04/03/2020	Corporation: MARYLAND

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	2400 Hanover Street
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5531111	ACENDRE
<b>Registration Number:</b>	5525647	ACENDRE
<b>Registration Number:</b>	5191564	ASENTIA
<b>Registration Number:</b>	5004898	
<b>Registration Number:</b>	4420660	INQUISIQ R3
<b>Registration Number:</b>	4069348	ICS LEARNING GROUP

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

TRADEMARK

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1206817 TM

**NAME OF SUBMITTER:** Sarah Mackin

**SIGNATURE:** /Sarah Mackin/

**DATE SIGNED:** 04/06/2020

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 3, 2020, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304 ("Bank") and ACENDRE MIDCO, INC., a Delaware corporation ("Midco"), ACENDRE TECHNOLOGIES, INC., a Delaware corporation ("Holdings"), ACENDRE, INC., a Delaware corporation ("Acendre USA"), and INTERACTIVE COMMUNICATIONS SOLUTIONS GROUP, INC., a Maryland corporation ("ICSG"; ICSG, Midco, Holdings, and Acendre USA are referred to herein, individually and collectively, as the context requires, jointly and severally, as "Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"); provided however, no "intent to use" trademark application shall be deemed a "Trademark" or "Intellectual Property Collateral" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark application under Federal law; provided however, after such period, such interest in such trademark application shall be subject to a security interest in favor of Bank and shall be included in the Trademarks and Intellectual Property Collateral;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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.

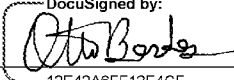
**GRANTOR:**

**ACENDRE MIDCO, INC.**

DocuSigned by:  
By  \_\_\_\_\_  
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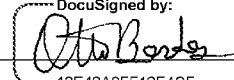
Name: Otto Berkes  
Title: Chief Executive Officer, President,  
Treasurer and Secretary

**ACENDRE TECHNOLOGIES, INC.**

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By  \_\_\_\_\_  
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Name: Otto Berkes  
Title: Chief Executive Officer, President,  
Treasurer and Secretary

**ACENDRE, INC.**

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By  \_\_\_\_\_  
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Name: Otto Berkes  
Title: Chief Executive Officer

**INTERACTIVE COMMUNICATIONS  
SOLUTIONS GROUP, INC.**

DocuSigned by:  
By  \_\_\_\_\_  
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Name: Otto Berkes  
Title: President

**BANK:**

**SILICON VALLEY BANK**

By <sup>DocuSigned by:</sup> Jonathan Wolfert  
92BEC3897189418...

Name: Jonathan Wolfert  
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT C

## Trademarks


<b>Grantor</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Acendre, Inc.	ACENDRE	87311336	01/24/2017	5531111	07/31/2018
Acendre, Inc.	ACENDRE	87311327	01/24/2017	5525647	07/24/2018
Interactive Communications Solutions Group, Inc.	ASENTIA	86280020	05/13/2014	5191564	04/25/2017
Interactive Communications Solutions Group, Inc.		86705641	07/27/2015	5004898	07/19/2016
Interactive Communications Solutions Group, Inc.	INQUISIQ R3	85699341	08/09/2012	4420660	10/22/2013
Interactive Communications Solutions Group, Inc.	ICS LEARNING GROUP	85014960	04/15/2010	4069348	12/13/2011

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.