

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROSOC, INC.		06/24/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88803241	PROVIEW	
Serial Number:	88764703	SOAR AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:			
<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		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	05/27/2020		
Total Attachments: 5			
source=ProSOC - IPSA (updated May 2020)#page1.tif			
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OP \$65.00 88803241

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 24, 2019 by and between ProSOC, Inc., a Delaware corporation, formerly known as Proficio, Inc. ("**Grantor**") and Avidbank, a California corporation ("**Bank**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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 to this Agreement 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 thereof.

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

Address of Grantor:

ProSOC, Inc.
1555 Faraday Avenue
Carlsbad, CA 92008
Attn: legal@proficio.com

PROSOC, INC.

By: 

Print Name:

JOHN HUMPHREYS

Title:

SVP & OFFICER

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Stephen Chen
Fax: 408-200-7309

AVIDBANK

By: _____

Print Name: _____

Title: _____

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

Address of Grantor:

PROSOC, INC.

ProSOC, Inc.
1555 Faraday Avenue
Carlsbad, CA 92008
Attn: _____

By: _____

Print Name: _____

Title: _____

Address of Bank:

AVIDBANK

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Reisa Babic
Fax: 408-200-7393

By:  _____

Print Name: Reisa Babic

Title: Senior Vice President _____

EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Application Date / Filing Date</u>
Threat Coverage Score and Recommendations	16/003987	06/08/2018

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date / Registration Date</u>
THREATSIGHT	88005183		June 18, 2018
THREATINSIGHT	88005176		June 18, 2018
PROVIEW PLUS	88005171		June 18, 2018
THREATINTEL	88005190		*
P	87769705		January 25, 2018
POWERED BY PROSOC	87333000		*
POWERED BY PROFICIO	87332996		*
PROFICIO	86880897	5365511	December 26, 2017
PROFICIO	86880857	5355679	December 12, 2017
PRONOC	85766057	4527783	May 13, 2014 *
PROSOC	85691773	4519950	April 29, 2014
PROVIEW	88803241		February 19, 2020
SOAR AS A SERVICE	88764703		January 18, 2020

* — Indicates trademark is (or will be) dead, abandoned or cancelled