

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SERVICECHANNEL.COM, INC.		06/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	387 Park Ave South		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5209156	SERVICECHANNEL	
Registration Number:	5209406		
Registration Number:	2461696	SERVICECHANNEL	
Registration Number:	5946327	SERVICEX	
Registration Number:	5897248	SERVICECHANNEL	
Registration Number:	1680170	STORE SERVICES SOFTWARE	
Registration Number:	4860922	GUIDEKICK	
Registration Number:	4860919	GUIDEKICK	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 5209156

ATTORNEY DOCKET NUMBER:	1228514 TM
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	06/03/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 3, 2020 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 387 Park Ave South 2nd Floor, New York, New York 10016 ("Bank") and **SERVICECHANNEL.COM, INC.**, a Delaware corporation, with its principal place of business located at 18 East 16th Street, New York, New York 10003 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **SERVICECHANNEL HOLDINGS INC.**, a Delaware corporation (jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of December 5, 2017, as amended by a certain First Loan Modification Agreement dated as of June 12, 2018, and as further amended by a certain Second Loan Modification Agreement 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 Borrower, 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 of Borrower to Bank.

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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, 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");

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

4. 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.

5. 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.

6. 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.

7. 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:

SERVICECHANNEL.COM, INC.

By: *Thomas Buioecchi*
DocuSigned by:
0073B028F09F4E5...

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: *Amy Pelletier*
DocuSigned by:
55038EC33D4A432...

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

No registered copyrights

EXHIBIT B**Patents**

Patent	Application Number Application Date	Registration Number Registration Date	Owner	Country
NETWORKED SECURITY SYSTEM	15/136176 April 22, 2016		ServiceChannel.com, Inc.	United States
DECISION ENGINE	62/489276 April 24, 2017		ServiceChannel.com, Inc.	United States
DECISION ENGINE	15/961315 April 24, 2018		ServiceChannel.com, Inc.	United States

EXHIBIT C

Trademarks

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner	Country
SERVICEC HANNEL	Pending	Madrid designated country	15-Jan-2017				Benelux
SERVICEC HANNEL	Registered	Madrid designated country	15-Jan-2017	1342039	15-Jan-2017		France
SERVICEC HANNEL	Registered	1342039 (Madrid filing)	15-Jan-2017	1342039	15-Jan-2017		Int'l Registration - Madrid Protocol Only
SERVICEC HANNEL	Registered	Madrid designated country	15-Jan-2017	1342039	15-Jan-2017		Italy
SERVICEC HANNEL	Registered	Madrid designated country	15-Jan-2017	1342039	15-Jan-2017		Japan
SERVICEC HANNEL	Registered	Madrid designated country	15-Jan-2017	1342039	15-Jan-2017		Spain
SERVICEC HANNEL	Registered	Madrid designated country	15-Jan-2017	1342039	15-Jan-2017		Switzerland
SERVICEC HANNEL	Registered	Madrid designated country	15-Jan-2017	1342039	15-Jan-2017		Turkey
SERVICEC HANNEL	Registered	Madrid designated country	15-Jan-2017	1342039	15-Jan-2017		United Kingdom
SERVICEC HANNEL	Registered	87/205822	17-Oct-2016	5209156	23-May-2017		United States of America
INTERSECTING TRAPEZOID DESIGN	Registered	1842233 (Madrid designated country)	01-Feb-2017	1342466	01-Feb-2017		Australia
INTERSECTING TRAPEZOID DESIGN	Pending	Madrid designated country	01-Feb-2017				China (People's Republic)
INTERSECTING TRAPEZOID DESIGN	Registered	Madrid designated country	01-Feb-2017	1342466	01-Feb-2017		European Union (Community)
INTERSECTING TRAPEZOID	Registered	1342466 (Madrid	01-Feb-2017	1342466	01-Feb-2017		Int'l Registration - Madrid

DESIGN		filing)					Protocol Only
INTERSECTING TRAPEZOID DESIGN	Registered	Madrid designated country	01-Feb-2017	1342466	01-Feb-2017		Japan
INTERSECTING TRAPEZOID DESIGN	Registered	Madrid designated country	01-Feb-2017	1342466	01-Feb-2017		Switzerland
INTERSECTING TRAPEZOID DESIGN	Registered	Madrid designated country	01-Feb-2017	1342466	01-Feb-2017		United Kingdom
INTERSECTING TRAPEZOID DESIGN	Registered	87/225715	03-Nov-2016	5209406	23-May-2017		United States of America
SERVICECHANNEL (AND DESIGN)	Registered	76/063535	26-May-2000	2461696	19-Jun-2001		United States of America
SERVICECHANNEL (AND DESIGN) (CLASS 9)	Pending	33814361					China (People's Republic)
SERVICECHANNEL (AND DESIGN) (CLASS 42)	Pending	33806614					China (People's Republic)
SERVICEEX	Pending	Madrid designated country	28-Oct-2019				Australia
SERVICEEX	Registered	Madrid designated country	28-Oct-2019	1501890	28-Oct-2019		Benelux
SERVICEEX	Pending	Madrid designated country	28-Oct-2019				China (People's Republic)
SERVICEEX	Published	Madrid designated country	28-Oct-2019				European Union (Community)
SERVICEEX	Registered	1501890 (Madrid filing)	28-Oct-2019	1501890	28-Oct-2019		Int'l Registration - Madrid Protocol Only
SERVICEEX	Pending	Madrid designated country	28-Oct-2019				Japan
SERVICEEX	Pending	Madrid designated country	28-Oct-2019				Mexico

SERVICEX	Pending	Madrid designated country	28-Oct-2019				Switzerland
SERVICEX	Pending	Madrid designated country	28-Oct-2019				Turkey
SERVICEX	Registered	Madrid designated country	28-Oct-2019	1501890	28-Oct-2019		United Kingdom
SERVICEX	Registered	88/407688	29-Apr-2019	5946327	24-Dec-2019		United States of America
SERVICEC HANNEL (AND DESIGN)	Registered	Madrid designated country	23-May-2019	1481444	23-May-2019		Australia
SERVICEC HANNEL (AND DESIGN)	Registered	Madrid designated country	04-Nov-2019	1481444	04-Nov-2019		Benelux
SERVICEC HANNEL (AND DESIGN) (CLASS 9)	Pending	Madrid designated country	23-May-2019				China (People's Republic)
SERVICEC HANNEL (AND DESIGN) (CLASS 42)	Pending	Madrid designated country	23-May-2019				China (People's Republic)
SERVICEC HANNEL (AND DESIGN)	Published	Madrid designated country	04-Nov-2019				European Union (Community)
SERVICEC HANNEL (AND DESIGN)	Published	304978289	02-Jul-2019				Hong Kong
SERVICEC HANNEL (AND DESIGN)	Registered	1481444 (Madrid filing)	23-May-2019	1481444	23-May-2019		Int'l Registration - Madrid Protocol Only
SERVICEC HANNEL (AND DESIGN) (CLASS 9)	Pending	Madrid designated country	23-May-2019				Mexico
SERVICEC HANNEL (AND DESIGN) (CLASS 42)	Pending	Madrid designated country	23-May-2019				Mexico
SERVICEC HANNEL (AND DESIGN)	Pending	Madrid designated country	04-Nov-2019				Turkey

DESIGN)							
SERVICEC HANNEL (AND DESIGN)	Registered	Madrid designated country	04-Nov- 2019	1481444	04-Nov- 2019		United Kingdom
SERVICEC HANNEL (AND DESIGN)	Registered	88/427089	13-May- 2019	5897248	29-Oct- 2019		United States of America
SERVICEC HANNEL AND INTERSECT ING TRAPEZOID DESIGN	Registered	17881438	29-Mar- 2018	17881438	24-Aug- 2018		European Union (Communi ty)
STORE SERVICES SOFTWARE	Registered	74/142902	26-Feb- 1991	1680170	24-Mar- 1992		United States
GUIDEKICK	Registered	86/441,875	31-Oct- 2014	4860922	24-Nov- 2015		United States
GUIDEKICK (Stylized and/or with Design)	Registered	86/441,588	31-Oct- 2014	4860919	24-Nov- 2015		United States

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.