

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584118

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900547192

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEO COMMUNICATIONS, INC.		04/30/2020	Corporation: ILLINOIS
EXTOL INTERNATIONAL, INC.		04/30/2020	Corporation: DELAWARE
STREEM COMMUNICATIONS LLC		04/30/2020	Limited Liability Company: ILLINOIS
CLEO COMMUNICATIONS US, LLC		04/30/2020	Limited Liability Company: DELAWARE
CLEO COMMUNICATIONS HOLDING, LLC		04/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CALIFORNIA BANK OF COMMERCE
Street Address:	1300 Clay Street, Fifth Floor
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5698642	CLEO...NEVER STOPS
Registration Number:	5676376	... NEVER STOPS
Registration Number:	4803392	CLEO HARMONY
Registration Number:	4497456	VLTRADER
Registration Number:	4618457	CLEO
Registration Number:	5248414	CLEO
Registration Number:	5230187	CLEO
Registration Number:	5045177	JETSONIC
Registration Number:	4971744	
Registration Number:	4917458	MOVE VIEW ACT
Registration Number:	4308905	LEXICOM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4337690	VERSALEX
Registration Number:	3076768	STREEM ALERT
Registration Number:	2763887	STREEM
Registration Number:	2750028	EXTOL EDI INTEGRATOR
Registration Number:	2798965	EXTOL BUSINESS INTEGRATOR
Registration Number:	2706085	EXTOL
Registration Number:	2614480	EXTOL
Registration Number:	2485239	EXTOL

CORRESPONDENCE DATA

Fax Number:

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: 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:	07/01/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30, 2020 by and among CLEO COMMUNICATIONS, INC., an Illinois corporation (“CCI”), CLEO COMMUNICATIONS HOLDING, LLC, a Delaware limited liability company (“Holdco”), EXTOL INTERNATIONAL, INC., a Delaware corporation (“Extol”), STREEM COMMUNICATIONS LLC, an Illinois limited liability company (“Stroom”), CLEO COMMUNICATIONS US, LLC, a Delaware limited liability company (“CCUS”), and CALIFORNIA BANK OF COMMERCE, a California corporation (“Bank”). Holdco, Cleo Communications, Extol, Stroom and CCUS are each referred to herein as a “Grantor” and collectively, as the “Grantors”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as 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 credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such 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 shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which a Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a 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. 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.

[SIGNATURE PAGE FOLLOWS]

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 Grantors:

4949 Harrison Avenue, Suite 200
Rockford, IL 61108
Attn: Mahesh Rajasekharan

CLEO COMMUNICATIONS HOLDING, LLC

By: Mah Rajar

Name: Mahesh Rajasekharan

Title: President and Chief Executive Officer

CLEO COMMUNICATIONS, INC.

By: Mah Rajar

Name: Mahesh Rajasekharan

Title: President and Chief Executive Officer

EXTOL INTERNATIONAL, INC.

By: Mah Rajar

Name: Mahesh Rajasekharan

Title: President and Chief Executive Officer

STREEM COMMUNICATIONS LLC

By: Mah Rajar

Name: Mahesh Rajasekharan

Title: President and Chief Executive Officer

CLEO COMMUNICATIONS US, LLC

By: Mah Rajar

Name: Mahesh Rajasekharan

Title: President and Chief Executive Officer

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 Bank:

1300 Clay Street, Fifth Floor
Oakland, CA 94612
Attn: Larry LaCroix

CALIFORNIA BANK OF COMMERCE

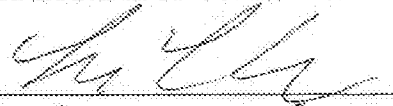
By: 
Name: Larry LaCroix
Title: VP

EXHIBIT A

Copyrights

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
CCI	3780Plus.	TX0002800737	1989
CCI	CleoA+.	TX0004148490	1994
CCI	DLC.HEX.	TX0003345524	1988
CCI	HDLC.HEX.	TX0003345527	1988
CCI	JBuilder / by B. Bowley.	TX0005980168	2003
CCI	LexiCom user's guide.	TXu001040176	2002
CCI	SC3270.	TX0003345525	1987
CCI	SC3780.	TX0003345526	1986
CCI	SC3780.AS8.	TX0003269414	1990
CCI	SC3780.ASO.	TX0003269413	1990
CCI	Transaction designer.	TX0005945118	2004
CCI	Transaction processor.	TX0005945119	2004
CCI	VLTrader.	TX0005959684	2004
CCI	VLTrader : user's guide, version 2.1.	TX0005959685	2004
CCI	CLEO-EFS : user's guide.	TX0003124373	1990
CCI	SYNCable+ interface guide.	TX0003190987	1990
Stroom	Stroom Center help files.	TX0005650826	1997
Stroom	Stroom Center system administrator guide.	TX0005647032	1997


EXHIBIT B

Patents

Name of Owner	Title	Serial / Patent Number	Application Date / Issue Date
Stream	VOICE OPERATED FACSIMILE MACHINE NETWORK	5136634	08/04/1992

EXHIBIT C

Trademarks

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
CCUS	CLEO...NEVER STOPS	87707664	5698642	3/12/19
CCUS	... NEVER STOPS	87707650	5676376	2/12/19
CCI	CLEO HARMONY	86507262	4803392	9/1/15
CCI	VLTRADER	86014868	4497456	3/18/14
CCUS	CLEO	86010280	4618457	10/7/14
CCI	CLEO	86612193	5248414	7/25/17
CCI	CLEO	86595855	5230187	6/27/17
CCI	JETSONIC	86904469	5045177	9/20/16
CCI		86595779	4971744	6/7/16
CCI	MOVE VIEW ACT	86507322	4917458	3/15/16
CCI	LEXICOM	85691958	4308905	3/26/13
CCI	VERSALEX	85691962	4337690	5/21/13
CCI	SYNCHRONIZED COMMERCE SUITE	78579542		*
CCI	SYNCHRONIZED COMMERCE CATALOG	78579426		*
CCI	SYNCHRONIZED COMMERCE SERVICE	78579398		*
CCI	TRANSACTION-BASED PROCESSING	78576510		*
CCI	TRANSACTION PROCESSOR	78576438		*
CCI	TRANSACTION DESIGNER	78576412		*
CCI	VERSALEX	76540653	2915731	*
CCI	WEBZAPP	75941862	2701653	*
CCI	LEXICOM	75497661		*
CCI	SYNCMODEM	74183021	1740965	*
CCI	SYNCCABLE+	74155849	1717650	*
CCI	CLEO-EFS	74212829	1739562	*
CCI	FRAME ENGINE	74183306	1785019	*
CCI	CLEO	73570011	1404713	*
CCI	3780PLUS	73500392	1371041	*
Stroom	STREEM ALERT	78611507	3076768	4/4/06
Stroom	SECURE ALERT	78575344	3593008	*
Stroom	REVERSE 411	78575471		*
Stroom	STREEM	76451577	2763887	9/16/03
Stroom	STREEM	76451633	2763889	*
Stroom	STREEM CENTER	76451576	2763886	*
Extol	EXTOL EDI INTEGRATOR	76458536	2750028	8/12/03
Extol	EXTOL BUSINESS INTEGRATOR	76438247	2798965	12/23/03
Extol	EXTOL	76202790	2706085	4/15/03
Extol	EXTOL	76202575	2614480	9/3/02
Extol	EXTOL	76135936	2485239	9/4/01
Extol	EXTOL INTEGRATOR	76395469	2692872	*

* — indicates dead, abandoned or cancelled trademark