

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOGICWORKS SYSTEMS CORPORATION		12/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3553030	LOGICWORKS	
Registration Number:	3559945	LOGICWORKS	
Registration Number:	3660318	LOGICWORKS	
Registration Number:	2712178	LOGICWORKS	
Registration Number:	2728228	LOGICWORKS	
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:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1307758		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/D'Arcy Conrique/		
DATE SIGNED:	12/23/2020		

OP \$140.00 3553030

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 23, 2020, by and between HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent") and LOGICWORKS SYSTEMS CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, the Lenders and Grantor dated as of December 23, 2020(as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein, but not otherwise defined herein, are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in certain Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, 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 CollatDeral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding any Excluded Property.

This security interest is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or

more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Agent to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Agent's name or in the name of Agent as agent and attorney-in-fact for Grantor.

This Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

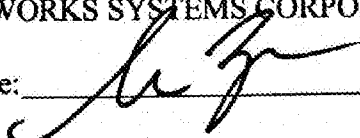
Sections 11.10 (Consent to Jurisdiction and Venue) and 11.11 (Mutual Waiver of Jury Trial / Judicial Reference) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

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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:

LOGICWORKS SYSTEMS CORPORATION

Signature: 

Print Name: Kenneth Ziegler

Title: Chief Executive Officer

Address:
Attention: Dino Ewing, CFO
155 Avenue of Americas, 5th Floor
New York, NY 10013
email: dewing@logicworks.net

AGENT:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: _____

Title: _____

Address:
Attention: Chief Legal Officer
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
email: legal@htgc.com

[Signature Page to Intellectual Property Security Agreement]

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:

LOGICWORKS SYSTEMS CORPORATION

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: _____

155 Avenue of Americas, 5th Floor

New York, NY 10013

email: _____

AGENT:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: Jennifer Choe

Title: Associate General Counsel

Address:

Attention: Chief Legal Officer

400 Hamilton Avenue, Suite 310

Palo Alto, CA 94301

email: legal@htgc.com

[Signature Page to Intellectual Property Security Agreement]

DMS 18639290

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C
Trademarks

Country Code	Literal Mark	Mark Type	Application #	Application Date	Registration #	Registration Date	Publication Date	Applicants	Expiration	Classes
US	LOGICWORKKS	Logotype	77366058	1/7/2008	3553030	12/30/2008	10/14/2008	Logicworks Corporation	Currently Live: Confirming Expiration Date (renewed in 2018)	042: Monitoring of computer systems to ensure the constant availability of internet servers to users on the internet First use: 3/1/2002 Use in commerce: 3/1/2002
US	LOGICWORKKS	Logotype	77366056	1/7/2008	3558945	1/13/2008	10/28/2008	Logicworks Corporation, Logicworks Systems Corporation	Currently Live: Confirming Expiration Date (renewed in 2018)	042: Application service provider, namely, providing hosting and maintaining applications, software, web sites, and databases in the fields of finance, media, publishing, healthcare, software, consulting, e-commerce, retail, manufacturing, insurance and real estate; computer services, namely, computer systems administration for others; monitoring of computer systems to ensure the constant availability of internet servers to users on the internet First use: 3/1/2002 Use in commerce: 3/1/2002
US	LOGICWORKKS	Logotype	77578992	9/25/2008	3660318	7/28/2009	5/12/2009	Logicworks Corporation, Logicworks Systems Corporation	Currently Live: Confirming Expiration Date (renewed in 2019)	042: Application service provider, namely, providing hosting, managing and maintaining applications, software, web sites and databases in the fields of finance, media, publishing, healthcare, software, consulting, e-commerce, retail, manufacturing, insurance and real estate; computer services, namely, computer systems administration for others; monitoring of computer systems to ensure the constant availability of internet servers to users on the internet First use: 8/1/2008 Use in commerce: 8/1/2008
US	LOGICWORKKS	Character mark	78094486	8/19/2001	2712178	4/29/2003	7/30/2002	Digital Telemedia Inc., LOGICWOR KS CORPORATI ON	4/29/2023	042: monitoring and security administration of Internet applications to ensure the constant availability of internet servers to users on the internet First use: 3/1/2002 Use in commerce: 3/1/2002
US	LOGICWORKKS	Character mark	78104215	1/29/2002	2728228	6/17/2003	9/24/2002	Digital Telemedia Inc., LOGICWOR KS CORPORATI ON	6/17/2023	038: Communication services, namely the storage, processing, distribution and administration of digital content and media for use in connection with data transmission networks First use: 3/1/2002 Use in commerce: 3/1/2002