

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NICUS SOFTWARE, INC.		02/11/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Stonegate Asset Company II, LLC		
Street Address:	123 N. Wacker, Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2177360	MPWR	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
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:	1327394 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	02/12/2021		
Total Attachments: 4			
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OP \$40.00 2177360

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

February 11, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NICUS SOFTWARE, INC., a Virginia corporation ("Grantor"), having its principal office at 130 Church Ave SW, Roanoke, VA 24011, hereby grants to STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company (including its successors and assigns, "Grantee") a security interest in any trademark and servicemark rights, whether registered or not, applications to register (other than pending applications filed based on an intent to use a trademark or servicemark) and registrations of the same and like protections, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Marks"), (b) all proceeds and products of each Mark, (c) the goodwill of the businesses with which each Mark is associated and (d) all causes of action arising prior to or after the date hereof for infringement of each Mark or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Grantee and the other parties thereto. Upon termination of the Credit Agreement, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement (as defined in the Credit Agreement). The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date set forth above.

GRANTOR:

NICUS SOFTWARE, INC.

By:  _____

Name: Philip Hall

Title: President, Secretary, and Treasurer

GRANTEE:

STONEGATE ASSET COMPANY II, LLC

By: _____

Name: Ryan Woody

Title: Chief Operating Officer

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date set forth above.

GRANTOR:

NICUS SOFTWARE, INC.

By: _____

Name: Philip Hall

Title: President, Secretary, and Treasurer

GRANTEE:

STONEGATE ASSET COMPANY II, LLC


By:  _____

Name: Ryan Woody

Title: Chief Operating Officer

Exhibit A

Trademarks

<u>Mark</u>	<u>Registered Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>
	Nicus Software, Inc.	07/28/1998	2177360