United States Patent and Trademark Office



| To the Director of the U.S. Pate 1. Name of conveying party(ies): Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054 | | · | ched documents or the new address (e.ss of receiving party(ies): of conveying parties attached? ☐ Yes [| | |
|---|---|--|---|--|--|
| | | Name: Epropertytax, Inc. | | | |
| | | Internal Address | | | |
| ☐ Individual(s) ☐ General Partnership | ☐ Association ☐ Limited Partnership | | 15300 North 90 th Street Ste 600 | | |
| Corporation-State Other Additional name(a) of conveying | partial attached TV MN- | City: Scottsdale State: AZ |) | 3013.40 | |
| Additional name(s) of conveying parties attached? ☐Yes ☒ No 3. Nature of conveyance/ Execution Date(s): | | Country: USA Zip: 85260 | Citizenshin | ; 3 | |
| Execution Date(s): January 19, 2007 | | ☐ Association☐ General Part | man from | ************************************** | |
| Assignment Assignment | ☐Merger | | nership Citizenship 🙄 🚟 | | |
| Security Agreement | ☐ Change of Name | Other If assignee is not do | Citizenship Citizenship omiciled in the United States, a domesti | có l | |
| M Other : Peleses | | (Designations must | cned: | ent) | |
| Other: Release 4. Application number(s) or re | gistration number(s) and identific | | | , | |
| A. Trademark Application No.(s) | | | B. Trademark Registration No.(s) | | |
| | | | | | |
| | | | | | |
| | | | | | |
| C. Identification or Description Registration Number is unk | n of Trademark(s) (and Filing Date known): | | Additional sheets attached? | ☐ Yes ⊠ No | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | | 6. Total number registrations | r of applications and s involved: 1 | | |
| Name: Silicon Valley Bank | (| | 000 000 0000 0000 0000 0000 | | |
| Internal Address: HF154 | | ☐ Authorized to ☐ Authorized to | CFR 2.6 (b)(6) & 3.41): \$40.00 o be charged by credit card o be charged to deposit account | 40.00 OP | |
| Street Address: 3003 Tasman Drive | | ⊠ Enclosed | 0217 | # | |
| City: Santa Clara St | ate: CA ZIP: 95054 | 8. Payment Info | <u>4</u> | | |
| Phone Number: (408) 654- 0 | 0310 | a. Credit Card | Last 4 Numbers Expiration Date | | |
| Fax Number: (408) 654-6313 | | b. Deposit Acco Authorized Us | ount Number ser Name | | |
| Email Address: svaldivia@ | svb.com | Authorized U | ~ | . <u></u> | |
| 9. Signature. | Signature | | January 19, 2007 Date | | |
| | Susana Valdivia Name of Person Signing | | Total number of pages including coversheet, attachments, and document: | | |
| _ | | shoot) should be far | xed to (571) 273-0140, or mailed to: | 1450 | |

Documents to be recorded (including cover sheet) should Stop Assignment Recordation Services. Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003501 FRAME: 0755

RELEASE OF SECURITY AGREEMENT COVERING INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Epropertytax**, **Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, <u>December 8th, 2005</u>, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on <u>October 13th</u>, 2006, Reel <u>3410</u>, Frame <u>0419</u>.

Dated: January 19, 2007

SILICON VALLEY BANK

Name: Maribel His

Operations Supervisor

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and EPROPERTYTAX, INC. ("Grantor").

RECITALS

- A. Bank has 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 Bank and Grantor dated the Effective Date (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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- 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 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

| Address of Grantor: | EPROPERTYTAX, INC. |
|--|--|
| 15300 N. 90th Street Suite 600 Scottsdale, AZ 85260 | By: Michael Franchund Title: VP Operations |
| Attn: | |
| <u>.</u> | BANK: |
| Address of Bank: | SILICON VALLEY BANK |
| 14300 Northsight Blvd, Suite 203 Scottsdale, AZ 85260 | By: VICE PRESIDENT |
| Attn: | |

GRANTOR:

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

NONE.

EXHIBIT B

Patents

Description

Registration/ Application Number Registration/ Application Date

Method and System for Managing Multi-Jurisdictional Property Tax Information

Application No. 09/812,305

March 19,200 1

EXHIBIT C

Trademarks

Description

Registration/ Application Number Registration/ Application Date

Word Mark

EPROPERTITAX

2770717

October 7,2003

EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application Date

NONE

RECORDED: 03/14/2007