

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM354070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chemical Information Services, LLC		08/28/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Harvest Capital Credit Corporation, as Administrative Agent		
Street Address:	767 Third Avenue		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4483498	PATHNAVIGATOR	
Registration Number:	3993273	PATHFINDER	
Registration Number:	3607290	STRUCTURE SEARCH & SKETCH	
Registration Number:	3065367	SOURCE2SOURCE	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	039909-002		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	09/04/2015		

OP \$115.00 4483498

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “IP Security Agreement”) is made and effective as of August 28, 2015, by and among CHEMICAL INFORMATION SERVICES, LLC, a Texas limited liability company (“Grantor”), in favor of HARVEST CAPITAL CREDIT CORPORATION, as Administrative Agent (together with its successors and assigns, “Agent”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan Agreement, dated as of August 28, 2015, by and among the Grantor, certain lenders party thereto and the Agent (including all appendices, annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, joined, extended, supplemented and/or otherwise modified, the “Loan Agreement”), the lenders have agreed, subject to the terms and conditions set forth therein, to extend credit and make other financial accommodations to Grantor; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the lenders as set forth in the Loan Agreement, the Grantor has granted to Agent, for the benefit of the lenders, a continuing security interest in, among other property, all Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording such security interest with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, in consideration of the willingness of the lenders and the Agent to enter into the Loan Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance in full of the Obligations, the Grantor hereby grants to Agent a continuing security interest in, lien and mortgage in and to the Grantor’s rights in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Excluded Intellectual Property (as defined below) (the “IP Collateral”):

(a) The Copyrights, including the copyright registrations and applications set forth on Schedule A attached hereto;

(b) The Patents, including the patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisionals, continuations, reissues, extensions and continuations-in-part of the same;

(c) The Trademarks, including the trademark and service mark registrations and trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing;

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all Licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such Licenses or rights therein, in each case to the extent permitted by such Licenses or rights therein;

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include any of the foregoing if and to the extent that the grant of a security interest therein: (i) is prohibited by any statute, law, rule, regulation, order or other requirement of a Governmental Authority, (ii) requires a consent not obtained of any Governmental Authority pursuant to such statute, law, rule, regulation, order or other requirement, or is prohibited by, constitutes a breach or default under, or results in the termination of any contract, lease, license, agreement, instrument or other document evidencing or giving rise to such property (other than to the extent such statute, law, rule, regulation, order or other requirement, or the term in such contract, lease, license, agreement, instrument or other document providing for such prohibition, breach, default or termination is ineffective under applicable law); provided however that, the IP Collateral shall include and such security interest shall attach immediately to any applicable portion of the property described in clauses (i) and (ii) at such time as the condition causing such prohibition, breach, default or termination shall be remedied and to the extent severable, shall attach immediately to any portion of such property to the extent that such attachment does not result in any of the consequences specified in clauses (i) and (ii) above, or (iii) would result in the invalidation, unenforceability or voiding thereof with respect to any intent-to-use Trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of any registration that issues from such intent-to-use application under applicable federal law, whereupon such applications shall be automatically subject to the security interest, lien and mortgage granted herein and deemed included in the IP Collateral (all of the foregoing in this sentence being referred to collectively as the “Excluded Intellectual Property”). Notwithstanding the foregoing, the IP Collateral shall include all proceeds of any Excluded Intellectual Property, unless such proceeds separately constitute Excluded Intellectual Property.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks to file and record this IP Security Agreement in order to publicly record the interests of Agent in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon the repayment in full, in cash, of all Obligations (other than contingent indemnity obligations that are not yet due and payable) and termination of all Commitments under the Loan Agreement. Upon any such termination, Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent under the Loan Documents. The rights and

remedies of the Grantor and the Agent are more fully described in the Loan Agreement and other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.


(c) This IP Security Agreement shall be governed by the internal laws of the state of New York, without regard to conflicts of law principles. If any provision or application of this IP Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this IP Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement as set forth in the Loan Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

CHEMICAL INFORMATION SERVICES, LLC

By:  _____

Name: Todd Furniss

Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005617 FRAME: 0031

AGENT:

HARVEST CAPITAL CREDIT
CORPORATION,
as Administrative Agent

By: 

Name: Ryan T. Magee

Title: Managing Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005617 FRAME: 0032

Schedule A

Chemical Information Services, LLC (Texas Limited Liability Company)

U.S. Copyrights

- 001 Directory of world chemical producers. TX 6-608-785.
- 002 Directory of world chemical producers. TX 6-607-610.
- 003 Directory of world chemical producers N 2008 December 2007. TX 7-138-188.
- 004 Directory of world chemical producers. Number 2007.2. issue date November 2007. TX 6-982-629.
- 005 Directory of world chemical producers. TX 7-110-684.
- 006 Directory of world chemical producers. TX 7-110-689.
- 007 Directory of world chemical producers. TX 7-114-769.
- 008 FDA base. TX 6-608-784.
- 009 FDA base: a DMF, VMF & NDA catalogue. TX 6-607-612.
- 010 FDA base: A DMF, VMF & NDA. TX 7-110-687.
- 011 FDA base: A DMF, VMF & NDA catalogue. TX 7-110-686.
- 012 FDA base, number 2007.2 issue date December 2007. TX 6-982-617.
- 013 Path finder. TX 6-613-084.
- 014 Path finder. TX 6-608-783.
- 015 Path finder. TX 6-579-884.
- 016 PathFinder, a catalogue of chemical intermediates. TX 7-110-681.
- 017 PathFinder, a catalogue of chemical intermediates. TX 7-110-682.
- 018 PathFinder number 2007.2 issue date November 2007. TX 6-982-633.
- 019 Worldwide Bulk Drug Users Directory. TX 6-608-786.
- 020 Worldwide Bulk Drug Users Directory. TX 6-579-883.
- 021 Worldwide Bulk Drug Users Directory. TX 6-613-083.
- 022 Worldwide Bulk Drug Users Directory, no. 2007.2 issue date: December 2007. TX 6-982-588.
- 023 Worldwide Bulk Drug Users Directory. TX 7-110-683.
- 024 Directory of world chemical producers. TX 3-167-540.
- 025 Directory of world chemical producers. TX 3-940-039.
- 026 Directory of world chemical producers. TX 3-940-040.
- 027 PathFinder, a catalogue of chemical intermediates (vol. 20) TX 6-080-516.
- 028 FDA base: a DMF, VMF & NDA catalogue. TX 6-080-517.
- 029 Directory of world chemical producers. TX 6-083-287.
- 030 FDA base, a DMF, VMF & NDA catalogue. TX 6-661-348.
- 031 FDA base. TX 6-661-368.
- 032 PathFinder, a catalogue of chemical intermediates. TX 6-661-364.
- 033 Worldwide Bulk Drug Users Directory. TX 6-661-366.
- 034 PathFinder, a catalogue of chemical intermediates. TX 4-682-132. (aka CSN0123396)
- 035 PathFinder, a catalogue of chemical intermediates. TX 5-071-300.
- 036 PathFinder, a catalogue of chemical intermediates. TX 5-837-985.
- 037 PathFinder, a catalogue of chemical intermediates (vol. 1) TX 6-001-321.
- 038 PathFinder, a catalogue of chemical intermediates (vol. 2) TX 6-005-196.
- 039 Directory of world chemical producers. TX 4-550-829.
- 040 Directory of world chemical producers. TX 5-062-214.
- 041 Directory of world chemical producers. TX 5-130-804.
- 042 Directory of world chemical producers. TX 5-244-895.
- 043 Directory of world chemical producers. TX 5-354-522.

044 Directory of world chemical producers. TX 5-446-876.
 045 Directory of world chemical producers. TX 5-670-626.
 046 Directory of world chemical producers. TX 5-674-441.
 047 Directory of world chemical producers. TX 5-776-180.
 048 Directory of world chemical producers. TX 5-811-878.
 049 Directory of world chemical producers. TX 6-012-061.
 050 Directory of world chemical producers (vol. 1) TX 6-001-318.
 051 Directory of world chemical producers (vol. 2) TX 6-001-319.
 052 FDA base : a DMF, VMF & NDA catalogue. TX 5-900-065.
 053 FDA base : a DMF, VMF & NDA catalogue (vol. 1) TX 6-001-316.
 054 FDA base: a DMF, VMF & NDA catalogue (vol. 2) TX 6-001-317.
 055 Worldwide Bulk Drug Users Directory. TX 4-574-926. (aka CSN0121976)
 056 Worldwide Bulk Drug Users Directory. TX 5-008-004.
 057 Worldwide Bulk Drug Users Directory. TX 5-837-984.
 058 Worldwide Bulk Drug Users Directory. TX 6-001-320.
 059 International directory of pharmaceutical ingredients. TX 4-044-571. (aka CSN0112749)
 060 Directory of world chemical producers. TX 6-502-087.
 061 Directory of world chemical producers. TX 6-161-337.
 062 Directory of world chemical producers. TX 6-315-471.
 063 Worldwide Bulk Drug Users Directory. TX 7-243-733.

 064 Directory of world chemical producers. TX 567-444-1010.
 065 Worldwide bulk drug users directory. TX 4-574-927.

 066 Directory of North American chemical producers. TX0000026932.
 067 FDA base : a DMF, VMF & NDA catalogue. TX0006182989.
 068 Pathfinder : a catalogue of chemical intermediates. TX0006182988.

 069 Directory of World Chemical Producers. [Published: 2011-11-26. Issue: vol. 2011.2, no. TX 7-110-689]. TX0007701150.
 070 Directory of World Chemical Producers. [Published: 2011-12-30. Issue: vol. 2012, no. TX 7-114-769]. TX0007523865.
 071 Directory of World Chemical Producers. [Published: 2012-05-31. Issue: vol. 2012, no. TX 7-110-689]
 TX0007698330.
 072 Directory of World Chemical Producers. [Published: 2012-11-29. Issue: vol. 2013].
 TX0007698359.
 073 Directory of World Chemical Producers. [Published: 2012-12-31. Issue: vol. 2013, December 31, 2012]. TX0007669007.
 074 Directory of World Chemical Producers. [Published: 2013-11-29. Issue: vol. 2014].
 TX0007812388.
 075 Directory of World Chemical Producers. [Published: 2014-01-02. Issue: vol. 2014].
 TX0007951556.
 076 PathFinder - A Catalogue of Chemical Intermediates. [Published: 2011-11-26. Issue: vol. 2011.2, no. TX 7-110-682]. TX0007701148.
 077 PathFinder - A Catalogue of Chemical Intermediates. [Published: 2012-05-31. Issue: vol. 2012].
 TX0007698370.
 078 PathFinder - A Catalogue of Chemical Intermediates. [Published: 2012-11-29. Issue: vol. 2013].
 TX0007698364.
 079 Worldwide Bulk Drug Directory. [Published: 2011-11-26. Issue: vol. 2011.2, no. TX 7-110-683].
 TX0007701153.

080 Worldwide Bulk Drug Users Directory. [Published: 2012-05-31. Issue: vol. 2012].
TX0007698339.

081 Worldwide Bulk Drug Users Directory. [Published: 2012-11-29. Issue: vol. 2013].
TX0007698336.

Schedule B

None

Schedule C

**Chemical Information Services, LLC
(Texas Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
PATHNAVIGATOR	4483498	02/18/14
PATHFINDER	3993273	07/12/11
STRUCTURE SEARCH & SKETCH and Design	3607290	04/14/09
SOURCE2SOURCE (Stylized)	3065367	03/07/06