

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERSPRING INC.		04/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 WEST SIXTH STREET, SUITE 2230		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85505574	EVERSPRING	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0046		
NAME OF SUBMITTER:	Nam H. Huynh		
SIGNATURE:	/Nam H. Huynh/		
DATE SIGNED:	04/20/2016		
Total Attachments: 6			
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OP \$40.00 85505574

INTELLECTUAL PROPERTY SECURITY AGREEMENT - EVERSPRING

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of April 19, 2016 by and between EVERSPRING INC, a Delaware corporation (the "**Grantor**"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to the Grantor and Colloquy, LLC, a Delaware limited liability company ("**Colloquy**"), under that certain Loan and Security Agreement by and among Lender, Grantor, Colloquy and any other Borrower or Guarantor from time to time party thereto, dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, the Grantor has granted to Lender a security interest in its personal property to secure the obligations outstanding under the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, the Grantor grants to Lender a security interest in all of Grantor's right, title and interest in its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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, in each case to the extent constituting Collateral. Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks, respectively, which Grantor has registered, or for which Grantor has filed an application, with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement has been entered into in connection with the Loan Agreement, and the Grantor and Lender hereby acknowledge and agree that the grant of security interest hereunder to Lender, and the rights and remedies of Lender with respect to the Collateral subject hereto, are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

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.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to the principles of conflicts of laws of such state that would cause the laws of another jurisdiction to apply.

[Signature pages follow]

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:

EVERSPRING INC.,
a Delaware corporation

By: 

Name: Jeffrey Conlon

Title: Chief Executive Officer

Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: 

Name: William A. Schell

Title: Manager

[Signature Page to EVERSPRING Intellectual Property Security Agreement]

TRADEMARK
REEL: 005774 FRAME: 0500

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

SCHEDULE C
Trademarks

Grantor	Mark	Filing Date and Serial Number	Registration Date and Number
Everspring	EVERSPRING	<u>Filing Date:</u> December 29, 2011 <u>Serial Number:</u> 85505574	<u>Registration Date:</u> September 24, 2013 <u>Registration Number:</u> 4407732