

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410344

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BUYERQUEST HOLDINGS, INC.		12/21/2016	Corporation: DELAWARE
PUNCHOUT CATALOGS LLC		12/21/2016	Limited Liability Company: OHIO
BUYERQUEST, INC.		12/21/2016	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4536923	PUNCHOUT CATALOGS .COM	
<b>Registration Number:</b>	4465064	BUYERQUEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 MIDDLEFIELD ROAD, SUITE 215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	12/28/2016		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2016 (the "Agreement") is entered into by and between BUYERQUEST HOLDINGS, INC., a Delaware corporation ("Parent"), PUNCHOUT CATALOGS LLC, an Ohio limited liability company ("Punchout"), BUYERQUEST, INC., an Ohio corporation ("BuyerQuest"), and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). Parent, Punchout and BuyerQuest are each also referred to herein as a "Grantor", and collectively, as the "Grantors".

Reference is made to the Loan and Security Agreement, dated as of December 21, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTORS:

LENDER:

BUYERQUEST HOLDINGS, INC.

WESTERN ALLIANCE BANK

By: *Luke Batman*  
Name: Luke Batman  
Title: Vice President - Finance

By: *Robert C. Fernandez*  
Name: Robert C. Fernandez  
Title: SVP

PUNCHOUT CATALOGS LLC

Address for Notices:  
Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

By: *Luke Batman*  
Name: Luke Batman  
Title: Vice President - Finance

BUYERQUEST, INC.

By: *Luke Batman*  
Name: Luke Batman  
Title: Vice President - Finance

Address for Notices for all Grantors:

343 West Bagley Road, Suite 300  
Berea, OH 44017  
Attn: Luke Batman -- Vice President

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

Name of Owner	Type of Work	Title	Registration Number	Filing Date

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

Owner	Description	U.S. Serial Number	U.S. Registration Number	Registration Date
Punchout	PUNCHOUT CATALOGS .COM	86973358	4536923	May 27, 2014
BuyerQuest	BUYERQUEST	83869308	4465064	January 14, 2014

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Name of Owner	Title:	Patent Number:	Application Number:	Issue / Publication Date:
BuyerQuest, Inc.	IMPROVED P2P SOLUTION		62/284,407	
BuyerQuest, Inc.	SYSTEM AND METHOD FOR UPDATING AND MANAGING HOSTED CATALOGS IN A PROCUREMENT SYSTEM		15/277,351	