

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trialworks Acquisition LLC		02/07/2017	Limited Liability Company: DELAWARE
Trialworks LLC		02/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prides Crossing Capital, L.P.		
Street Address:	701 Edgewater Drive		
Internal Address:	Suite 130		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2385315	TRIALWORKS	
Registration Number:	2381128	LAWEX	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/Susan M. Kornfield/		
DATE SIGNED:	02/13/2017		
Total Attachments: 10 source=Prides IPSA#page1.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is made as of February 7, 2017, by and between Trialworks Acquisition LLC, a Delaware limited liability company and Trialworks LLC, a Delaware limited liability company (individually and collectively, the "*Company*") and Prides Crossing Capital, L.P., a Delaware limited partnership located at 701 Edgewater Drive, Suite 130, Wakefield, MA 01880 (the "*Lender*").

1. Purpose. This Agreement is granted by the Company in favor of Lender under the Note Purchase Agreement, dated as of the date hereof, entered into between the Company and Lender (the "*Note Agreement*"), and the Note issued to Lender by the Company under the Note Agreement (as may be amended, restated, modified or replaced from time to time, the "*Note*"). Under the Note Agreement and the Note, Lender has loaned the Company the sum of \$2,600,000. The Company has agreed to secure all debt of the Company to Lender in accordance with the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning set forth under the Note Agreement.

2. Grant of Security Interest. The Company hereby grants to Lender a continuing security interest in the "*Collateral*" described in Section 3 below to secure the payment of the Note and all other loans and advances from Lender to the Company, and other debts, obligations and liabilities of the Company of any nature whatsoever, in each case arising under the Note or the Note Agreement (including all renewals, modifications and extensions thereof), including, without limitation all interest, costs, expenses, and reasonable attorneys' fees, which are incurred by Lender in the disbursement, administration, and collection of such amounts, and in the protection, maintenance, and liquidation of the Collateral (collectively, "*Liabilities*"). This Agreement shall be and become effective when, and continue in effect, as long as any Liabilities of the Company to Lender are outstanding and unpaid. Except as otherwise permitted under the Note Agreement (including, but not limited to, licenses granted in the Ordinary Course of Business), the Company will not assign, transfer, pledge or otherwise dispose of or further encumber any Collateral to any third party while this Agreement is in effect without the prior written consent of Lender.

3. Collateral. "*Collateral*" means:

3.1 All United States copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights and mask works, and all applications for registration of all copyrights and mask works identified in Schedule A attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of the Company accruing

thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the Copyrights, including, without limitation, the license agreements listed on **Schedule A** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Copyrights and Copyright Licenses being, collectively, "*Copyrights*");

3.2 All United States letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified in **Schedule B** attached hereto and made a part hereof, and including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the Patents, including, without limitation, the license agreements listed on **Schedule B** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Patents and Patent Licenses being, collectively, the "*Patents*");

3.3 All trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in **Schedule C** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; and all license agreements with any other person in connection with any of the Trademarks, including, without limitation, the license agreements listed on **Schedule C** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Trademarks and Trademark Licenses being, collectively, the "*Trademark Collateral*"); and

3.4 Any and all proceeds of any of the rights included above and any and all 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.

5. **Security Agreement.** This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Lenders in the Collateral with the United States Patent and Trademark Office and/or Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under that certain Security Agreement of similar date hereof between the parties, as may be amended, restated or otherwise modified from time to time ("**Security Agreement**"), as security for the discharge and performance of the Liabilities. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Waiver.** The Company waives all defenses and setoffs which could hinder or reduce the obligations of the Company under this Agreement. In addition, except as expressly prohibited by law, the Company waives any right they have to require Lender to give notice of the details of any public or private sale of personal property security held from the Company or pursue any remedy available to Lender.

5. Event of Default.

5.1 An event of default shall exist as defined under the Note ("**Event of Default**").

5.2 Upon the occurrence and during the continuance of an Event of Default, the Note and all other Liabilities may (notwithstanding any provisions thereof) at the option of Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and Lender may exercise from time to time any rights and remedies in accordance with Section 2 of the Note, including the right to immediate possession of the Collateral, available to it under applicable law. The Company, as applicable, agree, in case of an Event of Default, to assemble, at its expense, all the Collateral at a convenient place reasonably acceptable to Lender and to pay all reasonable costs of Lender of collection of the Note and all other Liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses, including participation in bankruptcy proceedings, and expense of locating the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least seven days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of Lender. Any proceeds from the Collateral received by Lender in excess of the Liabilities shall promptly be refunded to the Company.

5.3 THE COMPANY AGREES THAT LENDER SHALL, IN THE EVENT OF ANY EVENT OF DEFAULT, HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION OF ANY OF THE COLLATERAL DURING THE CONTINUANCE OF SUCH EVENT OF

DEFAULT, THE COMPANY WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

5.4 In the event of any conflict with the terms herein, the terms of the Note and Note Agreement shall govern.

6. General.

6.1 This Agreement shall be construed in accordance with the laws of the State of Delaware without giving effect to any applicable principles of conflicts of laws. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Lender hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of the Company.

6.2 The Company acknowledges that Lender may assign its rights and obligations under this Agreement and any related documents and agreements, including the right to receive payment under the Note, as provided in the Note and Note Agreement. The Company may not assign its rights and obligations under this Agreement without Lender's prior written consent.

6.3 LENDER AND THE COMPANY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, LENDER AND THE COMPANY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

End of Agreement -- signatures appear on next page

The parties have executed this Intellectual Property Security Agreement among Trialworks Acquisition LLC, Trialworks LLC and Prides Crossing Capital, L.P., as of the date first written above.

TRIALWORKS ACQUISITION LLC


By: _____
Name: Adam Jiwan
Its: Manager

Address:
Adam Jiwan
c/o Orient Point Capital LLC
53 Hill Street, Suite 25
Southampton, NY 11968
Email: adam@ridgeroadpartners.com

And

Michael Mager
126 Bergen Street, Unit 2
Brooklyn, NY 11201
Email: michael@ridgeroadpartners.com

TRIALWORKS LLC

By:  _____
Name: Michael Mager
Its: Manager

Address:
c/o Chief Executive Officer
1550 Madruga Avenue
Suite 508
Coral Gables, FL 33146

LENDER:

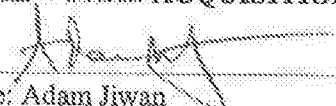
PRIDES CROSSING CAPITAL, L.P., a Delaware limited partnership

By Prides Crossing Capital GP, LLC, its General Partner

By: _____
Name: _____
Its: Manager

The parties have executed this Intellectual Property Security Agreement among Trialworks Acquisition LLC, Trialworks LLC and Prides Crossing Capital, L.P., as of the date first written above.

TRIALWORKS ACQUISITION LLC

By: 
Name: Adam Jiwan
Its: Manager

Address:
Adam Jiwan
c/o Orient Point Capital LLC
53 Hill Street, Suite 25
Southampton, NY 11968
Email: adam@ridgeroadpartners.com

And

Michael Mager
126 Bergen Street, Unit 2
Brooklyn, NY 11201
Email: michael@ridgeroadpartners.com

TRIALWORKS LLC

By: _____
Name: Michael Mager
Its: Manager

Address:
c/o Chief Executive Officer
1550 Madruga Avenue
Suite 508
Coral Gables, FL 33146

LENDER:

PRIDES CROSSING CAPITAL, L.P., a Delaware limited partnership

By Prides Crossing Capital GP, LLC, its General Partner

By: _____
Name: _____
Its: Manager

The parties have executed this Intellectual Property Security Agreement among Trialworks Acquisition LLC, Trialworks LLC and Prides Crossing Capital, L.P., as of the date first written above.

TRIALWORKS ACQUISITION LLC

By: _____
Name: _____
Its: _____

Address:
Adam Jiwan
c/o Orient Point Capital LLC
53 Hill Street, Suite 25
Southampton, NY 11968
Email: adam@ridgeroadpartners.com

And

Michael Mager
126 Bergen Street, Unit 2
Brooklyn, NY 11201
Email: michael@ridgeroadpartners.com

TRIALWORKS LLC

By: _____
Name: _____
Its: _____

Address:
c/o Chief Executive Officer
1550 Madruga Avenue
Suite 508
Coral Gables, FL 33146

LENDER:

PRIDES CROSSING CAPITAL, L.P., a Delaware limited partnership

By Prides Crossing Capital GP, LLC, its General Partner

By:  _____
Name: Peter Sherwood
Its: Manager

SCHEDULE A

Copyrights

Title	Reg. No.	Reg. Date
TrialWorks: just plain works.	TX0005031654	8/9/99

SCHEDULE B

Patents

None.

SCHEDULE C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TRIALWORKS	75/740603	6/30/99	2,385,315	9/12/00
LAWEX	75/740602	6/30/99	2,381,128	8/29/00