

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETRUSH.COM, INC.		10/25/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5089594	NETRUSH	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	10/26/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this “*IP Collateral Agreement*”) dated as of October 25, 2017, is made by NETRUSH.COM, INC., a Washington corporation (the “*Grantor*”) in favor of Bank of America, N.A (in such capacity, together with its successors and assigns in such capacity, the “*Lender*”).

WHEREAS, Grantor and Lender have entered into that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “*Loan Agreement*”). Capitalized terms used in this IP Collateral Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, Grantor has granted to the Lender, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby pledges and grants to the Lender, its successors and assigns, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Collateral*”):

- (a) (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country) and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, in each case, including those set forth in Schedule A hereto (the “*Patents*”);
- (b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired,

all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, in each case, including those set forth in Schedule B hereto (the “*Trademarks*”); and

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and Grantor shall not be deemed to have granted a security interest in, any intent-to-use trademark application prior to the filing with, and acceptance of, the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable United States federal law.

SECTION 2. [Reserved]

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Collateral Agreement.

SECTION 4. Execution in Counterparts. This IP Collateral Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this IP Collateral Agreement by facsimile transmission or other means of electronic communication shall be as effective as delivery of a manually signed counterpart of this IP Collateral Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Collateral Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of


any conflict between the terms of this IP Collateral Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 6. Governing Law. This IP Collateral Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has caused this IP Collateral Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


NETRUSH.COM, INC.

By: 
Name: Chris Marantette
Title: President/CFO

[Signature Page to Intellectual Property Collateral Agreement]

TRADEMARK
REEL: 006190 FRAME: 0601

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Steven Blumberg
Title: Senior Vice President

{Signature Page to Intellectual Property Collateral Agreement}

SCHEDULE A

United States Patents and Patent Applications

App Number	Country	Filing Date	Patent Number	Issue Date	Application Title	Owner
None.						

SCHEDULE B

**United States Trademark Registrations
and Applications**

App Number	Countr y	Filing Date	Registrati on Number	Registrat ion Date	Trademark	Owner
86874602	US	01/13/2016	5089594	11/29/2016	Netrush	NetRush.com, Inc.