

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO-DATA COMPUTER SERVICES, INC.		01/05/2018	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	AMERICAN NATIONAL BANK		
Street Address:	8990 W. Dodge Road		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3375411	DBU	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
ATTORNEY DOCKET NUMBER:	10173-0040		
NAME OF SUBMITTER:	Roberta L. Christensen		
SIGNATURE:	/rlc/		
DATE SIGNED:	01/08/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of January 5, 2018, is made by and between PRO-DATA COMPUTER SERVICES, INC., a Nebraska corporation (“Grantor”) in favor of AMERICAN NATIONAL BANK (“Lender”), a national banking association.

WHEREAS, Grantor has entered into a Loan Agreement of even date herewith (the “Loan Agreement”), with Lender.

WHEREAS, as a condition precedent to the making of the loans by Lender under the Loan Agreement, Grantor has executed and delivered to Lender that certain Security Agreement dated as of January 5, 2018 by and between Grantor and Lender (the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Lender a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “IP Collateral”):

the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “Patents”);

the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

the copyright registrations and applications, and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “Copyrights”);

all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Recordation. Grantor authorizes the Commissioner for Patents, and the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by Lender.

Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

PRO-DATA COMPUTER SERVICES, INC.

By: *Joseph Allen Hartley*

Name: Joseph Allen Hartley

Title: President

Address for Notices:
Pro-Data Computer Services, Inc.
2809 South 160th Street Suite 401
Omaha, NE 68130
Attention: Allen Hartley

AMERICAN NATIONAL BANK

By: *Jason L. Hansen*

Name: Jason L. Hansen

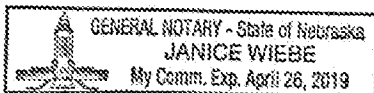
Title: Senior Vice President

Address for Notices:
American National Bank
8990 W. Dodge Road
Omaha, Nebraska 68114
Attention: Jason Hansen

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by Joseph Allen Hartley, President of Pro-Data Computer Services, Inc., a Nebraska corporation, on behalf of the corporation.

[NOTARY SEAL]



Janice Wiebe
Notary Public

SCHEDULE 1

PATENTS

Patents

None.

Patent Applications

None.

SCHEDULE 2
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
DBU	US Patent and Trademark Office	3,375,411	1/29/2008	Prodata Computer Services, Inc.

Trademark Applications

None.

**SCHEDULE 3
COPYRIGHTS**

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
DBU	US Copyright Office	TXu000571665	7/15/1993	ProData Computer Services, Inc.
DBU: Data base utility	US Copyright Office	TXu000571666	7/15/1993	ProData Computer Services, Inc.
DBU: Data base utility	US Copyright Office	TXu000571667	7/15/1993	ProData Computer Services, Inc.

Copyright Applications

None.

Exclusively Licensed Copyright Registrations

None.

Exclusively Licensed Copyright Applications

None.