

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOXIE SOFTWARE, INC.		04/23/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ALLY BANK
Street Address:	300 Park Avenue, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5306901	
Registration Number:	5182057	CONCIERGE
Registration Number:	4860494	CONCIERGE
Registration Number:	4432066	INCONTEXT
Registration Number:	5417834	KBOT
Registration Number:	5418256	MOXIE
Registration Number:	5107373	MOXIE
Registration Number:	5102763	MOXIE
Registration Number:	5276679	MOXIE CONCIERGE
Registration Number:	2255289	SENIOR EXECUTIVE CONCOURS
Registration Number:	4214199	SIMPLYBOX
Registration Number:	4292695	SPACES
Registration Number:	4292694	SPACES
Serial Number:	87320241	BE THERE
Serial Number:	86621644	GOMOXIE
Serial Number:	86621640	GOMOXIE
Serial Number:	86481979	MOXIE CONCIERGE
Registration Number:	4289415	SPACES

OP \$515.00 5306901

Property Type	Number	Word Mark
Registration Number:	4301729	SPACES
Registration Number:	2280808	THE IT CONCOURS

CORRESPONDENCE DATA

Fax Number: 8004947512
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.
Phone: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: MELONY SOT
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176709 TM Ally Bank
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	04/24/2018

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of April 23, 2018 by and between ALLY BANK ("*Bank*") and MOXIE SOFTWARE, INC., a Delaware corporation, and MOXIE SOFTWARE CIM CORP., a Washington corporation (individually and collectively, "*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding licenses of Intellectual Property to Grantor, pursuant to a license which is nonassignable by its terms without the consent of the licensor thereof (but only to the extent such prohibition on assignability is enforceable under applicable law, including, without limitation, Section 9408 of the Code), and as to any such licenses, which are material to Grantor's business, Borrower represents and warrants that they are non-exclusive and replaceable on commercially reasonable terms), and including without limitation 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 (collectively, "*Intellectual Property Collateral*").

Notwithstanding anything to the contrary contained herein or in the Loan Agreement, "Intellectual Property Collateral" shall not include any "intent-to-use" trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement shall terminate and be of no further force or effect upon the earlier to occur of: (i) the termination of the Loan Agreement upon its terms and (ii) the Lender's written acknowledgement that all Obligations under the Loan Agreement have been satisfied in full.

SIGNATURE PAGE FOLLOWS

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.

Address of Grantor:

851 Traeger Avenue, Suite 210
San Bruno, California 94066

Grantor:

MOXIE SOFTWARE, INC.

By Alan C. Heftmann
Name Alan C. Heftmann
Title Chief Operating Officer

Address of Grantor:

15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

MOXIE SOFTWARE CIM CORP.

By Alan C. Heftmann
Name Alan C. Heftmann
Title President

Bank:

ALLY BANK

By _____
Name _____
Title _____

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

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Address of Grantor:

851 Traeger Avenue, Suite 210
San Bruno, California 94066

Grantor:

MOXIE SOFTWARE, INC.

By _____
Name _____
Title _____

Address of Grantor:

15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

MOXIE SOFTWARE CIM CORP.

By _____
Name _____
Title _____

Bank:

ALLY BANK

By Chh
Name Christopher T. Erro
Title Authorized Signer

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

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

EXHIBIT B

PATENTS

Grantor	Description	Registration OR Serial Number	Registration OR Filing Date
Moxie Software, Inc.	Element Mapping and Rule Building Systems and Methods for Contextual Site Visitor Engagement	App No. 14/964,008	December 9, 2015
Moxie Software, Inc.	Systems and Methods for Client- Side Contextual Engagement	App No. 14/819,043	August 5, 2015

EXHIBIT C
TRADEMARKS

Moxie Software, Inc. U.S. Registered Trademarks and Trademark Applications

Trademark	App. #	Application Date	Reg. #	Reg. Date	Classes
BE THERE	87320241	1 Feb 2017			9, 42
BELL LOGO	86481924	16 Dec 2014	5306901	10 Oct 2017	42
CONCIERGE	86482243	16 Dec 2014	5182057	11 Apr 2017	9
CONCIERGE	86280444	14 May 2014	4860494	24 Nov 2015	42
GOMOXIE	86621644	06 May 2015			42
GOMOXIE	86621640	06 May 2015			9
INCONTEXT*	85884673	23 Mar 2013	4432066	12 Nov 2013	9
KBOT	87563925	10 Aug 2017	5417834	06 Mar 2018	42
MOXIE	87582961	24 Aug 2017	5418256	06 Mar 2018	9
MOXIE	86481280	15 Dec 2014	5107373	27 Dec 2016	42
MOXIE (Stylized)	86481892	16 Dec 2014	5102763	20 Dec 2016	42
MOXIE CONCIERGE	86481979	16 Dec 2014			9
MOXIE CONCIERGE	86280443	14 May 2014	5276679	29 Aug 2017	42
SENIOR EXECUTIVE CONCOURS	75441155	26 Feb 1998	2255289	22 Jun 1999	41
SIMPLYBOX*	77579051	25 Sep 2008	4214199	25 Sep 2012	9, 42
SPACES	85049715	27 May 2010	4292695	19 Feb 2013	9
SPACES	85049710	27 May 2010	4292694	19 Feb 2013	42

Trademark	App. #	Application Date	Reg. #	Reg. Date	Classes
SPACES	85049705	27 May 2010	4289415	12 Feb 2013	35, 38
SPACES	85049697	27 May 2010	4301729	12 Mar 2013	42
THE IT CONCOURS	75440800	26 Feb 1998	2280808	28 Sep 1999	41

* The trademarks are listed with the United States Patent and Trademark Office as being registered to SimplyBox, Inc. Moxie Software, Inc. acquired SimplyBox Inc's rights to the trademarks via an asset acquisition completed in 2014.