

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Patent, Trademark and Copyright Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TraceGains Inc.		08/31/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SaaS Capital Funding III, LP		
<b>Street Address:</b>	1311 Vine Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4983702	365 AUDIT READY	
<b>Registration Number:</b>	4605572	DOCUMENTS TO DATA	
<b>Registration Number:</b>	4356450	SPECASSIST	
<b>Registration Number:</b>	4321975	FRICTIONLESS COMPLIANCE	
<b>Registration Number:</b>	4330242	TRACEGAINS	
<b>Registration Number:</b>	4293589	ACTIONFORM	
<b>Registration Number:</b>	3758302	AISLE7	
<b>Registration Number:</b>	4446364	CLINICAL ESSENTIALS	
<b>Registration Number:</b>	2474653	FOODNOTES	
<b>Registration Number:</b>	2276972	HEALTHNOTES	
<b>Registration Number:</b>	2344264	HEALTHNOTES	
<b>Registration Number:</b>	5341291	VITATURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165665800		
<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>	2165665791		
<b>Email:</b>	jennifer.hardy@thompsonhine.com		
<b>Correspondent Name:</b>	Thomas R. Butchko, Esq.		
<b>Address Line 1:</b>	3900 Key Center		
<b>TRADEMARK</b>			

OP \$315.00 4983702

**Address Line 4:** Cleveland, OHIO 44114

**NAME OF SUBMITTER:** Thomas R. Butchko

**SIGNATURE:** /s/ Thomas R. Butchko

**DATE SIGNED:** 09/04/2018

**Total Attachments: 7**

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## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement is entered into as of August 31, 2018, by and between SaaS Capital Fund III, LP, a Delaware limited partnership (“Grantee”), and TraceGains Inc., a Delaware corporation (“Grantor”).

### **RECITALS**

A. Grantee has agreed to make certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”).

B. The term “Patents” means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term “Trademarks” means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Grantor connected with and symbolized by such trademarks, service marks and trade dress.

D. The term “Copyrights” means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term “Trade Secrets” means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Advance to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement, and subject the terms and conditions of the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor’s right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights listed on Exhibits A,

B and C, respectively, hereto), 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, in each case whether now existing or hereafter acquired.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in 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 Grantee, of any or all other rights, powers or remedies.

[Remainder of page intentionally left blank; signature page follows.]

4827-5541-1312.4

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TRACEGAINS INC.

DocuSigned by:  
*Gary Nowacki*  
By: \_\_\_\_\_  
Name: Gary Nowacki  
Title: Chief Executive Officer

Address of Grantor:

TraceGains Inc.  
10385 Westmoor Drive  
Bldg. 5, Suite 200  
Westminster, CO 80012  
Attention of: Jennifer Van Meter

GRANTEE:

SAAS CAPITAL FUND III, LP

By: \_\_\_\_\_  
Name: Todd Gardner  
Title: Manager President

Address of Grantee:

SaaS Capital Fund III, LP  
1311 Vine Street  
Cincinnati, Ohio 45202  
Attention: Todd Gardner

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TRACEGAINS INC.

By: \_\_\_\_\_

Name: Gary Nowacki

Title: Chief Executive Officer

Address of Grantor:

TraceGains Inc.

10385 Westmoor Drive

Bldg. 5, Suite 200

Westminster, CO 80012

Attention of: Jennifer Van Meter

GRANTEE:

SAAS CAPITAL FUND III, LP

By: SC GP III, LLC, the General Partner

By: \_\_\_\_\_

Name: Todd Gardner

Title: Manager President

Address of Grantee:

SaaS Capital Fund III, LP

1311 Vine Street

Cincinnati, Ohio 45202

Attention: Todd Gardner

[Signature Page to Patent, Trademark and Copyright Security Agreement]

**TRADEMARK**

**REEL: 006428 FRAME: 0856**

EXHIBIT A

Patents

None.

EXHIBIT B

Trademarks

<b>Loan Party</b>	<b>Identifier (name of patent/license)</b>	<b>Owned or Licensed Intellectual Property</b>	<b>Registration Date</b>
TraceGains Inc	365 Audit Ready US: 4983702	Owned	Registration date: 6/21/2016
TraceGains Inc	Documents to Data US: 4605572	Owned	Registration date: 9/16/2016
TraceGains Inc	SpecAssist US: 4356450	Owned	Registration date: 6/25/2013
TraceGains Inc	Frictionless Compliance US: 4321975	Owned	Registration date: 4/16/2013
TraceGains Inc	TraceGains US: 4330242	Owned	Registration date: 5/7/2013
TraceGains Inc	Action Form US: 4293589	Owned	Registration date: 2/19/2013
TraceGains Inc.	AISLE7 US: 3758302 UK: 2500593 Canada: TMA792805	Owned	Registration date: 3/9/2010
TraceGains Inc.	Clinical Essentials US: 4446364 Canada: TMA581977	Owned	Registration date: 12/10/2013
TraceGains Inc.	Foodnotes US: 2474653 Canada: TMA595191	Owned	Registration date: 7/31/2001
TraceGains Inc.	Healthnotes US: 30675181 2276972 2344264 Canada: TMA677560	Owned	Registration date: 3/14/2006
TraceGains Inc.	Vitature US: 5341291 WIPO: 1330586 EU: 1330586 Canada: 1781707	Owned	Registration date: 11/21/2017



EXHIBIT C

Copyrights

None.