

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emporos Systems Corporation		03/06/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Prides Crossing Capital II, L.P.		
Street Address:	701 Edgewater Dr., Ste. 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:	3564128	MERCHANTSOFT	
Registration Number:	3364602	EMPOROS	
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		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	08/09/2019		
Total Attachments: 9			
source=Prides - Emporos - Intellectual Property Security Agreement#page1.tif			
source=Prides - Emporos - Intellectual Property Security Agreement#page2.tif			
source=Prides - Emporos - Intellectual Property Security Agreement#page3.tif			

OP \$65.00 3564128

source=Prides - Emporos - Intellectual Property Security Agreement#page4.tif
source=Prides - Emporos - Intellectual Property Security Agreement#page5.tif
source=Prides - Emporos - Intellectual Property Security Agreement#page6.tif
source=Prides - Emporos - Intellectual Property Security Agreement#page7.tif
source=Prides - Emporos - Intellectual Property Security Agreement#page8.tif
source=Prides - Emporos - Intellectual Property Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is made as of March 6, 2019, by and between Emporos Systems Corporation, a North Carolina corporation (the “*Company*”) and Prides Crossing Capital II, L.P., a Delaware limited partnership located at 701 Edgewater Drive, Suite 130, Wakefield, MA 01880 (“*Lender*”) in connection with the Note and the Note Agreement (each as defined below).

1. Purpose. This Agreement is granted by the Company in favor of the Lender in connection with and to secure that certain Note Purchase Agreement, dated as of March 6, 2019, entered into between Emporos Systems Corporation and Emporos, Inc. (collectively, the “*Borrowers*”) and the Lender (as may be amended, restated, modified or replaced from time to time, the “*Note Agreement*”), and the Note issued to the Lender by the Borrowers under the Note Agreement (as may be amended, restated, modified or replaced from time to time, the “*Note*”). Capitalized terms not defined in this Agreement have the meanings 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 or any other Borrower, and other debts, obligations and liabilities of the Company or any other Borrower to Lender of any nature whatsoever, in each case arising under the Note or the Note Agreement (including all renewals, modifications and extensions thereof) or any Ancillary Agreement, including, without limitation all interest, costs, expenses, and reasonable and documented attorneys’ fees, which are incurred by an 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 or any other Borrower to Lender are outstanding and unpaid.

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 United States 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 “*Trademarks*”); 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.

4. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Lender 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 dated March [], 2019 between the Lender and the Borrowers, as may be amended, restated or otherwise modified from time to time (“*Security Agreement*”), as security for the discharge and performance of similar 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.

5. Waiver. The Company waives all defenses and setoffs which could hinder or reduce the obligations of the Company under this Agreement. In addition, and solely after the occurrence and during the continuance of an Event of Default (as defined in the Notes), except as expressly prohibited by law, the Company waives any right it may 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.

6. Event of Default.

6.1 An event of default shall exist as defined under the Note (“*Event of Default*”).

6.2 Upon the occurrence of an Event of Default, the Note and all other Liabilities may (notwithstanding any provisions thereof) at the option of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and the Lender may exercise from time to time any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Company agrees, in case of an Event of Default, to assemble, at its expense, all the Collateral at a convenient place acceptable to the Lender and to pay all costs of Lender of collection of the Note and all other Liabilities, and enforcement of rights hereunder, including reasonable and documented 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 the Lender.

6.3 THE COMPANY AGREES THAT THE LENDER SHALL, IN THE EVENT OF ANY EVENT OF DEFAULT, HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION OF ANY OF THE COLLATERAL. THE COMPANY WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

7. General.

7.1 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.

7.2 Absent an Event of Default, Lender may not assign its rights and obligations under this Agreement and any related documents and agreements to a Competitor, without the prior written consent of the Borrowers. The Company may not assign its rights and obligations under this Agreement without the Lender's prior written consent.

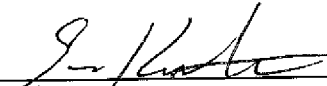
7.3 THE LENDER AND THE COMPANY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, LENDER AND THE COMPANY WAIVE 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.

[Signature Pages Follow]

The parties have executed this Intellectual Property Security Agreement as of the date first written above.

COMPANY:

EMPOROS SYSTEMS CORPORATION,
a North Carolina corporation

By: 
Name: Eric Kristensen
Title: Chief Executive Officer

LENDER:

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

By: Prides Crossing Capital II GP, LLC,
its General Partner

By: _____
Name: Karen Liesching
Title: Manager

The parties have executed this Intellectual Property Security Agreement as of the date first written above.

COMPANY:

EMPOROS SYSTEMS CORPORATION,
a North Carolina corporation

By: _____
Name:
Title:

LENDER:

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

By: Prides Crossing Capital II GP, LLC,
its General Partner

By: 
Name: Karen Liesching
Title: Manager

SCHEDULE A

Copyrights

NONE

SCHEDULE B

Patents

NONE

SCHEDULE C

Trademarks

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Emporos Systems Corporation	United States	MERCHANTSOFT	3564128	01/20/2009
Emporos Systems Corporation	United States	EMPOROS	3364602	01/08/2008