

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585684

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900556398		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cloudeengage Inc.		12/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cowles Company		
Street Address:	999 West Riverside		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99201		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88314479	CHORD	
Serial Number:	88307924	CHORD CONNECT	
Serial Number:	88314486	CONNECT WITH CONTEXT	
Serial Number:	86058262	CLOUDENGAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	509-624-5265		
Email:	AngelC@witherspoonkelley.com		
Correspondent Name:	Angel Christian		
Address Line 1:	422 West Riverside Avenue		
Address Line 2:	Ste 1100		
Address Line 4:	Spokane, WASHINGTON 99201		
NAME OF SUBMITTER:	Angel Christian		
SIGNATURE:	/Angel Christian/		
DATE SIGNED:	07/09/2020		
Total Attachments: 14			

source=S2047046#page1.tif
source=S2047046#page2.tif
source=S2047046#page3.tif
source=S2047046#page4.tif
source=S2047046#page5.tif
source=S2047046#page6.tif
source=S2047046#page7.tif
source=S2047046#page8.tif
source=S2047046#page9.tif
source=S2047046#page10.tif
source=S2047046#page11.tif
source=S2047046#page12.tif
source=S2047046#page13.tif
source=S2047046#page14.tif

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY AND MATERIAL AGREEMENTS

THIS Collateral Assignment of Intellectual Property and Material Agreements (this "**Assignment**") made as of December 4, 2019, by CLOUDENGAGE, INC., a Delaware corporation ("**Borrower**"), to COWLES COMPANY, a Washington corporation ("**Lender**").

RECITALS

A. Borrower desires to establish certain financing arrangements with and borrow funds from Lender, including a loan in the maximum principal amount of [REDACTED] (the "**Loan**"), evidenced by a Promissory Note of even date herewith (the "**Promissory Note**"). The Promissory Note may hereinafter be referred to collectively as the "**Note**".

B. As security for the Loan, Borrower has granted to Lender a first priority security interest in substantially all of the assets of Borrower as evidenced by a Security Agreement from Borrower to Lender of even date herewith (the "**Security Agreement**"). This Assignment is given to supplement the security interest granted by Borrower to Lender under the Security Agreement.

C. Borrower has agreed to enter into this Assignment in order to induce Lender to provide Borrower the Loan.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Definitions.** Most of the capitalized terms used in this Assignment are defined in the Security Agreement. Other capitalized terms are defined below.

Agreements shall mean all of the advertising agreements, publication agreements, co-location agreements, personal property leases, tenancies, occupancy agreements, franchise agreements, operating agreements and the income and profits therefrom, whether now existing or hereafter arising, held or used by Borrower in the operation of Borrower's business, specifically including any and all of Borrower's right, title and interest in agreements, contracts or understandings material to the operation of the business of Borrower. *Agreement* shall mean any one of the Agreements.

Copyrights shall mean all copyrights, copyright registrations and copyright applications, including without limitation, the copyrights, copyright registration and copyright

applications listed on Exhibit A attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (including all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest). *Copyright* shall mean any one of the Copyrights.

Licenses shall mean all rights and obligations pursuant to Borrower's license agreements with any other person with respect to any Agreement, Patents, Marks, Domain Names and Copyrights or otherwise, whether Borrower is licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Exhibit B attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses. *License* shall mean any one of the Licenses.

Marks shall mean all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, including without limitation, the trademarks, service marks and applications listed on Exhibit C attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (including all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest). *Mark* shall mean any one of the Marks.

Patents shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit D attached hereto and made a part hereof, and (A) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (including all of the foregoing patents and applications, together with the items described in clauses (A) through (D), inclusive, in which Borrower now or hereafter has any right, title or interest). *Patent* shall mean any one of the Patents.

Domain Names (including all registrations and rights to listings or key word associations in any internet search engine or directory associated with) shall mean internet domain names, whether or not Trademarks, registered by any authorized private registrar or

Governmental Authority, web addresses, web pages, websites, and URLs including, but not limited to, those listed on Exhibit E attached hereto and made a part hereof.

Obligations shall have the meaning ascribed to said term in the Security Agreement.

2. **Collateral Assignment.** In order to secure the due and punctual payment of the Notes and the performance of Borrower's Obligations, Borrower hereby grants to Lender and its successors and assigns a continuing security interest in, and hereby collaterally assigns to Lender (subject to Permitted Liens) the Agreements, Copyrights, Licenses, Marks, Patents and Domain Names and the goodwill of Borrower's business connected with and symbolized by the Agreements, Copyrights, Licenses, Marks, Domain Names and Patents; provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing and future Agreements and Licenses to which Borrower is party (and any Patents, Marks, Domain Names and Copyrights currently licensed by others to Borrower pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable Agreement or License lawfully prohibits such collateral assignment or grant of a security interest without the consent of the other applicable party thereto and such consent has not been obtained; provided further, however, that, upon Lender's request, Borrower will use its best efforts to obtain any consent needed to subject any such property that is material to Borrower's business to this collateral assignment and grant of a security interest.

3. **Term.** This Assignment shall remain in full force and effect until the earlier of (i) the date as of which the Notes have been paid in full and all other Obligations of Borrower to Lender, including the Indebtedness of Borrower under the Loan Documents have been satisfied, and Lender is under no further obligation thereunder, whereupon this Assignment shall be deemed null and void, and of no further force or effect or (ii) solely with respect to the term of this Assignment granted herein as it relates to any specific Patent, Mark, Copyright, Domain Names or License, the expiration of each of the respective Patents, Marks, Copyrights, Domain Names and Licenses assigned hereunder, whereupon this Assignment shall be deemed null and void, and of no further force or effect upon such Patent, Mark, Copyright, Domain Names or License.

4. **Restrictions on Future Agreements.** Borrower agrees and covenants that until the Obligations shall have been indefeasibly and irrevocably (other than indemnity obligations and other contingent obligations that are not then due and payable) satisfied in full and the Security Agreement shall have been terminated, Borrower will not take any action or enter into any agreement, including, without limitation, entering into any license agreement, which is inconsistent with Borrower's Obligations under this Assignment, and Borrower further agrees and covenants that it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action, which would adversely affect the validity or enforcement or nature of the rights transferred to Lender under this Assignment. Borrower agrees and covenants not to sell or assign its interest in the Patents, Marks, Copyrights, Domain Names or Licenses without receiving the prior written consent of Lender thereto.

Borrower agrees and covenants not to grant any license under the Patents, Marks, Copyrights, Domain Names or Licenses without receiving the prior written consent of Lender, which consent will not be unreasonably withheld or delayed, or except in the ordinary course of Borrower's business.

5. **Certain Covenants, Representations and Warranties of Borrower.** As of the date hereof, Borrower covenants, represents and warrants that: (i) the Copyrights, Patents, Marks, Domain Names and Licenses listed on Exhibits A, B, C, D and E material to Borrower's business are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Borrower's knowledge, are not currently being challenged in any way; (ii) none of the Copyrights, Patents, Marks, Domain Names and Licenses listed on Exhibits A, B, C, D and E material to Borrower's business have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Copyrights, Patents, Marks, Domain Names and Licenses listed on Exhibits A, B, C, D and E material to Borrower's business is valid and enforceable and Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights, Domain Names or Licenses which would have a Material Adverse Effect on the validity and/or enforceability of the Patents, Marks, Copyrights, Domain Names or Licenses; (iv) to the best of Borrower's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights, Domain Names or Licenses constitutes an infringement; (v) Borrower owns the entire right, title and interest in and to each of the Patents, Marks, Copyrights, Domain Names and Agreements (other than those being licensed to Borrower pursuant to the Licenses) free and clear of any liens and encumbrances of every kind and nature except for Permitted Liens, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights and Domain Names described therein, free and clear of any liens and encumbrances of every kind and nature arising by, through or under Borrower, in each case except for (A) rights granted by Borrower pursuant to the applicable licenses as listed on Exhibit B, (B) the Permitted Liens, and (C) liens and encumbrances in favor of Lender pursuant to this Assignment or the other Loan Documents; (vi) the Patents, Marks, Domain Names, Copyrights and Licenses listed on Exhibits A through E constitute all such items in which Borrower has any right, title or interest that are material to its business; (vii) Borrower has the unqualified right to enter into this Assignment and perform its terms; and (viii) Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

6. **New Agreements, Patents, Marks, Copyrights, Domain Names and Licenses.** If, before the Indebtedness and other Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, Borrower shall (i) enter into any new agreements or contracts material to the operation of Borrower's business; (ii) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses; or (iii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyright, copyright registration, trade name, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-

part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto. Borrower hereby authorizes Lender to modify this Assignment by noting any future acquired Agreements, Patents, Marks, Copyrights, Domain Names and Licenses, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of Borrower or rights of Lender hereunder.

7. **Royalties.** Borrower hereby agrees that the collateral assignment to Lender of all Patents, Marks, Copyrights, Domain Names and Licenses as described above shall be worldwide (or, in the case of the Patents, Marks, Domain Names and Copyrights licensed to Borrower, such smaller geographic location as may be specified for Borrower's use in the applicable License) and without any liability for royalties or other related charges from Lender to Borrower.

8. **Collection of Income.** Borrower shall have the right to collect all of the income, benefits, rents and profits from the Agreements and the Licenses and to retain, use and enjoy the same unless and until an Event of Default occurs and the cure period provided in the Loan Documents ("**Cure Period**") has expired, following which Lender shall have the right to collect and retain such income, benefits, rents and profits.

10. **Duties of Borrower.** Borrower shall have the duty, at its expense, (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, any application of the Domain Names, and any copyright application of the Copyrights pending as of the date hereof or thereafter; (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights consistent with its past business practices; and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights consistent with its past business practices. Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright that is material to Borrower's business without the written consent of Lender. Borrower shall have the duty to perform all of its obligations under the Agreements.

11. **Lender's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default and the expiration of any Cure Period, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Agreements, Patents, the Marks, the Copyrights, the Domain Names and the Licenses, and any licenses thereunder and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all reasonable out of pocket costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights, Domain Names and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default and the expiration of the applicable Cure Period, and with respect to the Agreements and Licenses, Lender shall be entitled: (A) to take possession of the Agreements and Licenses; (B) to notify any party to any Agreement or License of Lender's position thereunder; and (C) to accept performance and collect any sums due under the Agreements or the Licenses. Borrower hereby constitutes and appoints Lender Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time following the occurrence and during the continuance of an Event of Default until such time that the Event of Default shall have been cured by Borrower or waived by Lender, as evidenced in writing, to (i) endorse Borrower's names on all applications, documents, papers and instruments determined by Lender in its sole discretion as necessary or desirable for Lender in the use of the Agreements, Patents, Marks, Copyrights, Domain Names and Licenses, (ii) take any other actions with respect to the Agreements, Patents, Marks, Copyrights, Domain Names and Licenses as Lender reasonably deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks, Domain Names or Copyrights to any person, (iv) obtain the consent or approval of this Assignment from third- parties, and (v) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights, Domain Names or Licenses to any person. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations of Borrower shall have been indefeasibly and irrevocably (other than indemnity obligations and other contingent obligations that are not then due and payable) satisfied in full and the Security Agreement shall have been terminated. Borrower acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Security Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Agreements, Patents, Marks, Copyrights, Domain Names or Licenses may be enforced. Borrower hereby releases Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

14. **Miscellaneous Provisions.**

14.1 *Modifications.* This Assignment may not be changed orally. Except as provided in Section 6 hereof, for a modification of this Assignment to be effective, it must be in writing and have been signed by Borrower and Lender. Every right or remedy granted by this Assignment may be exercised as often as shall be deemed expedient by Lender.

14.2 *Assignability.* This Assignment may be assigned by Lender, in whole or in part and in its sole discretion, upon Notice to Borrower but without the consent or approval of Borrower. This Assignment may not be assigned by Borrower, either directly or indirectly, in whole or in part, without the prior written consent of Lender; provided that any such assignment shall be made only to Persons engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business. This Assignment and the duties set forth herein shall bind Borrower and its successors and assigns. All rights and powers established in this Assignment shall benefit Lender and its successors and assigns.

14.3 *Headings.* Section and subsection headings used in this Assignment are included for convenience and ease of reference only and shall not in any manner influence the construction or interpretation of any provision of this Assignment or be given any substantive effect.

14.4 *Waiver.* No right or obligation under this Assignment will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by the party's duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time. No failure on the part of Lender to exercise, and no delay in exercising any right or obligation under this Assignment shall operate as a waiver thereof.

14.5 *Invalid Provision.* If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable. This Assignment shall be construed and enforced as if such illegal or otherwise unenforceable provision had never comprised a part hereof. The remaining provisions of this Assignment shall remain in full force and effect and shall not be affected. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Assignment a legal, valid and enforceable provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be legally possible.

14.6 *Attorneys' Fees.* If any litigation or other dispute resolution proceeding is commenced between Lender and Borrower to enforce or determine the rights or responsibilities of Lender or Borrower, the prevailing party or parties in the proceeding will be entitled to receive, in addition to any other relief granted, its reasonable attorneys' fees, expenses and costs. Such fees, expenses and costs shall include all statutory costs and disbursements, all costs associated with discovery depositions and expert witness fees, and all out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For purposes of this section, the phrase "litigation or other dispute resolution" shall be deemed to include any proceeding commenced in any court of general or limited jurisdiction, any arbitration or mediation, any proceeding commenced in the bankruptcy courts of the United States, and any appeal from any of the foregoing.

14.7 *Governing Law and Venue; Waiver of Jury Trial.* This Assignment is made in accordance with, and shall be interpreted and enforced pursuant to, the laws of the State of

Washington, including the Uniform Commercial Code as adopted in the State of Washington, and the federal laws of the United States of America. If any action or other proceeding shall be brought by Borrower in connection with this Assignment, the venue of such action shall be in Spokane County, Washington. If any action or other proceeding shall be brought by Lender in connection with this Assignment, the venue of such action shall be in Spokane County, Washington or in such other jurisdiction for which venue is proper under applicable law. Borrower hereby consents to the personal jurisdiction of the Superior Court of Spokane County and the United States District Court for the Eastern District of Washington.

BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO JUDICIALLY ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ASSIGNMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED (OR WHICH MAY IN THE FUTURE BE DELIVERED) IN CONNECTION HEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT OR THE LOAN DOCUMENTS. LENDER AND BORROWER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[Execution signatures appear on following page.]

[Execution signatures to Collateral Assignment of Intellectual Property
and Material Agreements.]

This Collateral Assignment of Intellectual Property and Material Agreements has been executed
by Borrower and delivered to Lender as of the date first set forth above.

CLOUDENGAGE, INC.,
a Delaware corporation

By: _____


Paul Wagner
Chief Executive Officer

EXHIBIT A
COPYRIGHTS

COPYRIGHT TITLE	AUTHOR	REGISTRATION NO., REGISTRATION DATE AND JURISDICTION
-----------------	--------	--

{S1948261; 1 }
ASSIGNMENT OF INTELLECTUAL PROPERTY . . . EX. A

EXHIBIT B

LICENSES

{S1948261; 1 }
ASSIGNMENT OF INTELLECTUAL PROPERTY . . . EX. B

EXHIBIT C

TRADEMARKS AND SERVICE MARKS (FEDERAL)

Mark	Registration No., Registration Date and Jurisdiction	Status & Owner
-------------	---	-------------------------------

{S1948261; 1 }
ASSIGNMENT OF INTELLECTUAL PROPERTY . . . EX. C

EXHIBIT D

PATENTS AND PATENT APPLICATIONS

{S1948261; 1 }
ASSIGNMENT OF INTELLECTUAL PROPERTY . . . EX D

TRADEMARK
REEL: 006988 FRAME: 0046

EXHIBIT E
DOMAIN NAMES

{S1948261; 1 }
ASSIGNMENT OF INTELLECTUAL PROPERTY . . . EX E