

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2683279

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROSPX, INC.	12/27/2013
RECEIVING PARTY DATA	
Name:	ADAMS CAPITAL MANAGEMENT IV L.P.
Street Address:	500 BLACKBURN AVENUE
City:	SEWICKLEY
State/Country:	PENNSYLVANIA
Postal Code:	15143
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13476611
Application Number:	13076138
CORRESPONDENCE DATA	
Fax Number:	(512)481-4913
Phone:	512-320-9313
Email:	austindocketing@akllp.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CASSANDRA CUELLAR, ANDREWS KURTH LLP
Address Line 1:	111 CONGRESS AVENUE, SUITE 1700
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	187350
NAME OF SUBMITTER:	CASSANDRA CUELLAR
Signature:	/CUELLAR-AT/
Date:	01/15/2014

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS

This Intellectual Property Security Agreement for Patents and Trademarks (“*Agreement*”) dated December 27, 2013 is between ProspX, Inc. (“*Grantor*”) and Adams Capital Management IV L.P. (“*Lenders’ Agent*”), on behalf of the Lenders (as hereinafter defined).

### RECITALS:

A. Lenders’ Agent and other Lenders will make advances to Grantor (“*Loans*”) as described in the Note Purchase Agreement dated of even date herewith between Grantor, Lenders’ Agent, and the other lenders (the “*Lenders*”) named therein, (the “*Note Agreement*”), but only if Grantor grants Lenders’ Agent, on behalf of the Lenders and in accordance with the terms of the Note Agreement, a security interest in its intellectual property, including patents and trademarks.

B. Grantor has granted Lenders’ Agent, for the benefit of the Lenders, a security interest in all of its right, title and interest, presently existing or later acquired, in and to all the Collateral described in the Security Agreement dated of even date herewith (the “*Security Agreement*”) executed by Grantor and Lenders’ Agent contemporaneously with the Note Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, and intending to be legally bound, the parties hereto mutually agree as follows:

### 1. DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings given to them in the Note Agreement and the Security Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

“*Event of Default*” shall have the meaning given to it in the Subordinated Secured Promissory Notes issued in connection with the Note Agreement.

“*Intellectual Property Collateral*” means:

(i) Each of the patents and patent applications which are presently owned by Grantor (including all of Grantor’s right, title, and interest, in and to the patents and patent applications listed on Exhibit A, attached hereto, as the same may be updated hereafter from time to time), in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(ii) All of Grantor’s right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without

obligation) to sue or bring interference proceedings in the name of Grantor for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(iii) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including all of Grantor's right to the trademark registrations listed on Exhibit B, attached hereto, as the same may be updated hereafter from time to time and all other trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently owned by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all goodwill associated therewith and all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(iv) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(v) All general intangibles relating to the foregoing; and

(vi) All proceeds of any and all of the foregoing (including, without limitations, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

Notwithstanding the foregoing, "Intellectual Property Collateral" shall not include any license, property or contract right the granting of a security interest in which would be prohibited by law or contract. Furthermore, notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Intellectual Property Collateral" does not include any license or contract rights to the extent that such rights are nonassignable by their terms (but only to the extent such prohibition is enforceable under applicable law, including, without limitation, Section 9.318(d) of the Code (as defined in the Security Agreement)) without the consent of the licensor or other party (but only to the extent such consent has not been obtained).

**"Obligations"** means the Debt as defined in the Security Agreement.

## **2. GRANT OF SECURITY INTEREST.**

Grantor hereby grants Lenders' Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title, and interest in and to the Intellectual Property Collateral to secure the Obligations. Notwithstanding the foregoing, all of the rights and remedies of the Lenders hereunder are expressly subordinate to those rights and remedies of Silicon Valley Bank and the Permitted Liens as set forth in the Security Agreement.

This security interest is granted in conjunction with the security interest granted under the Security Agreement dated of even date herewith. Lenders' Agent's rights and remedies in the security interest are in addition to those in the Note Agreement, the Security Agreement and those available in law or equity. Lenders' Agents' rights, powers and interests are cumulative with every right, power or remedy provided hereunder. Lenders' Agent's exercise of its rights, powers or remedies in this Agreement, the Note Agreement or any other Loan Document (as defined in the Note Agreement), and does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

### **3. PATENTS; TRADEMARKS; SERVICE MARKS.**

Grantor hereby represents, warrants, and covenants that:

(i) A true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor, together with a summary description in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A;

(ii) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned or controlled by Grantor, together with a summary description in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit B.

(iii) Except for the filing of a financing statement with the Secretary of State of Delaware and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, to the Grantor's knowledge and belief no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body in the United States is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Lenders' Agent of its rights hereunder with respect to the Intellectual Property Collateral.

### **4. AFTER-ACQUIRED PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.**

If Grantor shall obtain ownership rights to any new service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall, upon reasonable request by Lenders' Agent, provide a report from time to time, but not more frequently than once per calendar year unless an Event of Default has occurred and is continuing, in writing to Lenders' Agent with respect to any such new service marks, trademarks, or patents, or renewal or extension of any service mark or trademark registration. Grantor shall bear any expenses incurred in connection with future patent applications and future service mark or trademark registrations.

### **5. LITIGATION AND PROCEEDINGS.**

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or

other actions for infringement or other damages as are in its reasonable business judgment necessary and appropriate to protect the Intellectual Property Collateral. Grantor shall provide to Lenders' Agent any non-privileged information with respect thereto reasonably requested by Lenders' Agent. Lenders' Agent shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Lenders' Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the patents, service marks, or trademarks, its right to apply for the same, or its right to keep and maintain such patent, service mark, or trademark right.

## **6. POWER OF ATTORNEY.**

To the extent it does not adversely affect the validity of the Intellectual Property Collateral, Grantor grants Lenders' Agent power of attorney, coupled with an interest, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time during the occurrence and continuance of an Event of Default in Lenders' Agent's discretion, to take any action and to execute any instrument which Lenders' Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Lenders' Agent to use or maintain the Intellectual Property Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Intellectual Property Collateral; to file any claims or take any action or institute any proceedings that Lenders' Agent may deem necessary for the collection of any of the Intellectual Property Collateral or otherwise to enforce Grantor's or the Lenders' rights with respect to any of the Intellectual Property Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person.

## **7. EVENTS OF DEFAULT.**

An Event of Default shall be an Event of Default under this Agreement.

## **8. SPECIFIC REMEDIES.**

Upon the occurrence and continuation of any Event of Default, Lenders' Agent shall have, in addition to, other rights given by law or in this Agreement, the Note Agreement, the Security Agreement, or in the Notes, all of the rights and remedies with respect to the Intellectual Property Collateral of a secured party under the Code, including the following:

**8.1 Notification.** Lenders' Agent may notify licensees to make royalty payments on license agreements directly to Lenders' Agent for the benefit of the Lenders.

**8.2 Sale.** Lenders' Agent may sell or assign the Intellectual Property Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Lenders' Agent deems advisable. Any requirement of reasonable notice of any disposition of the Intellectual Property Collateral shall be satisfied if such notice is sent to Grantor thirty days prior to such disposition. Grantor shall be credited with the net proceeds of

such sale only when they are actually received by Lenders' Agent, and Grantor shall continue to be liable for any deficiency remaining after the Intellectual Property Collateral is sold or collected. If the sale is to be a public sale, Lenders' Agent shall also give notice of the time and place by publishing a notice one time at least ten days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Lenders' Agent may be the purchaser of any or all of the Intellectual Property Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Intellectual Property Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Lenders' Agent at such sale.

## 9. CHOICE OF LAW

The Code shall govern the perfection and the effect of attachment and perfection of the Lenders' Agent's security interest in the Collateral, and the rights, duties and obligations of the Lenders, the Lenders' Agent and Grantor with respect to the Intellectual Property Collateral. This Agreement shall be deemed to be a contract under the laws of the State of Delaware and, to the extent not inconsistent with the preceding sentence, the terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of that State.

## 10. GENERAL PROVISIONS.

**10.1 Effectiveness.** This Agreement shall be binding and deemed effective when executed by Grantor and Lenders' Agent.

**10.2 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign the Agreement or any rights or duties hereunder without Lenders' Agent's prior written consent and any prohibited assignment shall be absolutely void. Lenders' Agent may assign this Agreement and its rights and duties hereunder, subject only to Section 6 of the Note Agreement, and no consent or approval by Grantor is required in connection with any such assignment.

**10.3 Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not control or affect its construction or interpretation in any respect.

**10.4 Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lenders' Agent or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**10.5 Severability of Provisions.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall for any reason be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any

manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

**10.6 Amendments in Writing.** This Agreement can only be amended by a writing signed by both Lenders' Agent and Grantor.

**10.7 Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**10.8 Fees and Expenses.** Grantor shall pay to Lenders' Agent on demand all costs and expenses that Lenders' Agent pay or incur in connection with the administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Lenders' Agent; (b) reasonable costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Intellectual Property Collateral; and (g) actual and reasonable out-of-pocket expenses (including actual and reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Intellectual Property Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Lenders' Agent arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor.

**10.9 Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12(c) of the Security Agreement.

**10.10 Termination by Agent.** Lenders' Agent shall release its security interest in the Intellectual Property Collateral at such time as the non-contingent Obligations have been fully and finally discharged, the outstanding Notes have been paid in full, and the Lenders' obligation to provide additional credit under the Note Agreement has been terminated, and in such event at the reasonable request of Grantor Lenders and Lenders' Agent each shall, at Grantor's expense, make such filings with the State of Delaware and the United States Patent and



Trademark Office as may be deemed by Grantor to be necessary or appropriate to evidence such release and terminate any financing statement nor notice relating to the liens and security interests created hereby. In the event that, for any reason, any portion of such payments to the Lenders is set aside or restored, whether voluntarily or involuntarily, after the making thereof, then the obligation intended to be satisfied thereby shall be revived and continued in full force and effect as if said payment or payments had not been made.

**10.11 Integration.** This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, entered into before the date hereof.

**10.12 Resolution of Conflicts.** In the event that any express provision or term of this Agreement conflicts with the express provisions and terms of the Note Agreement, the provision or term in the Note Agreement shall control.

**10.13 Confidentiality.** Lenders and Lenders' Agent acknowledge and agree that the information set forth in Exhibit A and Exhibit B attached hereto (the "**IP Information**") contains proprietary information of Grantor, including trade secrets and that disclosure of the IP Information to third parties could adversely affect the value of the Intellectual Property Collateral. Accordingly, Lenders and Lenders' Agent agree to keep the IP Information strictly confidential and to ensure that the IP Information is not disclosed to any third parties. Grantor agrees to assist Lenders' Agent in creating a summary version of the IP Information as may be necessary for filing with the United States Patent and Trademark Office and any other applicable filing offices to perfect the security interest created hereunder while avoiding unnecessary disclosure.

**10.14 Lenders' Agent.** In the event that the Lenders' Agent shall resign as Lenders' Agent and a successor Lenders' Agent shall be appointed in accordance with Section 6 of the Note Agreement, this Agreement shall be deemed to be between the Grantor and such successor Lenders' Agent. In the event that the Lenders' Agent shall resign as Lenders' Agent and no successor is appointed, then this Agreement shall be deemed to be between the Grantor and the Lenders.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**GRANTOR:**

PROSPX, INC.

DocuSigned by:  
*Todd Young*  
By: 5007C4DEB06E483...  
Name: Todd Young  
Title: EVP

**LENDERS' AGENT:**

ADAMS CAPITAL MANAGEMENT IV,  
L.P.

By: ACM Partners 2007, L.P.  
General Partner

By: ACM 2007, LLC

DocuSigned by:  
*Martin Neath*  
By: CDA69A8EB8E44B1...  
Name: Martin Neath  
Title: Member

## **EXHIBIT A**

### **Patents**

1. Pending patent application No. 11/557,568, FIELD SALES PROCESS FACILITATION SYSTEMS AND METHODS, and its underlying and related Proprietary Assets (as defined in the Note Agreement).
2. Pending patent application No. 61/319,653, SYSTEM FOR PROVIDING INFORMATION TO A PLURITY OF USERS, application filed March 31, 2010

**EXHIBIT B**

**Trademarks**

1. Certificate of Registration received for No. 77/685,012, PROSPX
2. Certificate of Registration received for No. 77/685,010, SIMPLE CRM