

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3336423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JUMPSOFT, INC.	04/24/2015
RECEIVING PARTY DATA	
Name:	KNOWLEDGE SYSTEMS, LLC
Street Address:	11911 FREEDOM DRIVE, SUITE 780
Internal Address:	ONE FOUNTAIN SQUARE
City:	RESTON
State/Country:	VIRGINIA
Postal Code:	20190
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8156212
Patent Number:	8429264
CORRESPONDENCE DATA	
Fax Number:	(202)719-7049
<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:	7039052809
Email:	dhassett@wileyrein.com
Correspondent Name:	DANIEL B. HASSETT
Address Line 1:	1776 K STREET, N.W.
Address Line 2:	PATENT ADMINISTRATION
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	861070001
NAME OF SUBMITTER:	DANIEL HASSETT
SIGNATURE:	/Daniel Hassett/
DATE SIGNED:	05/01/2015
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Security Agreement”), dated as of April 24, 2015, is made by **JUMPSOFT, INC.**, a Delaware corporation (the “Borrower”), in favor of **KNOWLEDGE SYSTEMS, LLC**, a Virginia limited liability company (the “Lender”).

WHEREAS, the Lender and the Borrower have entered into a Loan Agreement (the “Loan Agreement”) dated April 24, 2015; and

WHEREAS, the Borrower has agreed to execute and deliver this Security Agreement to secure any and all loans and advances made by the Lender under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, the Borrower hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

SECTION 2. Grant of Security Interest. The Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Loans, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following collateral:

(i) all of its trademarks, trade names, service marks and domain names (collectively, the “Trademarks”), including those referred to on Schedule I hereto, whether now owned or existing or hereafter adopted or acquired;

(ii) all reissues, renewals and extensions of the Trademarks;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iv) all of its patents, patent applications and inventions (collectively, the “Patents”), including those referred to on Schedule II hereto, whether now owned or existing or hereafter made or created;

(v) all reissues, continuations or extensions of any Patents;

(vi) all of its copyrights and works of authorship (collectively, the “Copyrights”), including those referred to on Schedule III hereto, whether now owned or existing or hereafter created;

(vii) all renewals and extensions of any Copyrights; and

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(viii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Loan Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement, and the Borrower hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Borrower Remains Liable. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, trademark licenses, Patents and patent licenses and Copyrights and copyright licenses subject to a security interest hereunder.

SECTION 5. Governing Law. This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JUMPSOFT, INC.



By:

Name: Kevin McCartney

Title: CEO

Acknowledged and agreed to
as of the date hereof:

KNOWLEDGE SYSTEMS, LLC



Name: David Sawyer

Title: President

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**SCHEDULE I
REGISTERED TRADEMARKS**

Word Mark	Serial Number	Registration Number	Filing Date	Registration Date
JUMPSOFT	85281795	4144062	March 30, 2011	May 15, 2012
Jumpsoft	77844530	4118950	October 8, 2009	March 27, 2012
JUMPCENTER	85281797	4296094	March 30, 2011	February 26, 2013
WE AUTOMATE IT	85281800	4292889	March 30, 2011	February 19, 2013

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**SCHEDULE II
REGISTERED PATENTS**

Registration Number	Filing Date	Registration Date
U.S. Patent 8,156,212	June 16, 2009	April 10, 2012
U.S. Patent 8,429,264	March 9, 2012	April 23, 2013

**SCHEDULE III
REGISTERED COPYRIGHTS**

[NONE]

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