

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4973225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BANKER'S TOOLBOX, INC.	05/16/2018
MAINSTREET TECHNOLOGIES, LLC	05/16/2018
SAGEWORKS, INC.	05/16/2018
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
Internal Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12714165
Patent Number:	9418315
Patent Number:	6968316
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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:	2155695619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE
Address Line 1:	BLANK ROME LLP
Address Line 2:	ONE LOGAN SQUARE, 8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-15042
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	05/22/2018

Total Attachments: 12

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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of May 16, 2018, is made by **BANKER'S TOOLBOX, INC.**, a California corporation ("Company"), **SAGEWORKS, INC.**, a North Carolina corporation ("Sageworks"), and **MAINSTREET TECHNOLOGIES, LLC**, a Delaware limited liability company ("Mainstreet" and together with Company and Sageworks, collectively, the "Grantors" and each individually, a "Grantor"), in favor of Agent (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as May 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SGW Acquisition, Inc., a Delaware corporation ("Holdings"), Company, Mainstreet, SGW Merger Sub, Inc., a North Carolina corporation ("MergerSub", which on the Closing Date will be merged (the "Effective Date Merger") with and into Sageworks; the Company, Mainstreet and Merger Sub (prior to the Effective Date Merger) and Sageworks (after the Effective Date Merger) are herein collectively referred to as the "Borrowers", each, a "Borrower"), Mainstreet Purchaser, Inc., a Delaware corporation ("MST Midco"), Mainstreet Holdco, Inc., a Delaware corporation ("MST Holdco" and, together with Holdings and MST Midco, the "Guarantors", and, collectively with the Borrowers, the "Loan Parties"), the Persons which are now or which hereafter become lenders thereunder (collectively, the "Lenders" and each, individually, a "Lender"), and PNC Bank, National Association ("PNC"), as agent on behalf of the Lenders ("Agent" and, together with the Lenders, the "Secured Parties" and each, individually, a "Secured Party"), and the other banks, financial institutions and other entities from time to time parties thereto as Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of Grantors' assets (other than the Excluded Property), including without limitation all of Grantors' Intellectual Property and specifically including all of Grantors' registered patents, trademarks and copyrights and all of Grantors' filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property");

WHEREAS, Company and Mainstreet executed and delivered that certain Amended and restated Intellectual Property Security Agreement, dated as of March 29, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing IP SA"), in favor of PNC;

WHEREAS, the Original Credit Agreement is being amended and restated as of the date hereof;

WHEREAS, it is a condition to the effectiveness of the Credit Agreement that the Existing IP SA be amended and restated on the terms set forth herein in order to, among other things, re-affirm each other Grantors obligations thereunder; and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantors in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantors' right, title and interest in, to and under the following Collateral of each Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired, except, in each case, for any Excluded Property (the "Intellectual Property Collateral"):

(a) all of its U.S. registered copyrights and U.S. filed copyright applications, including, without limitation, after giving effect to the Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its U.S. registered trademarks and U.S. filed trademark applications, including, without limitation, after giving effect to the Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its U.S. registered/issued patents and U.S. filed patent applications, without limitation, after giving effect to the Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by a Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other

proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of each Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of each Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Lenders to make extensions of credit to the Borrowers under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the other Secured Parties with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Subject to Section 13.4 of the Credit Agreement, the pledge and security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all such Obligations have been indefeasibly paid and satisfied in full in cash (other than contingent obligations which have not been asserted by any Secured Party, the Lenders' commitment to make Advances has been terminated and the Credit Agreement has been terminated).

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), such Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.5 of the Credit Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which such Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each other Secured

Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by such Grantor, and without limiting the generality of the provisions of Section 1 hereof above, each Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but such Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, such Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Each Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a true and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof, after giving effect to the Transactions.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer,

employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.


Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of each Grantor and Agent, and their respective successors and assigns, except that Grantors may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

[Signature Pages Follow]

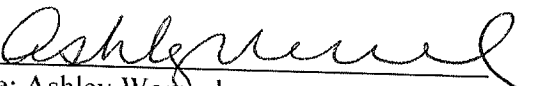
In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

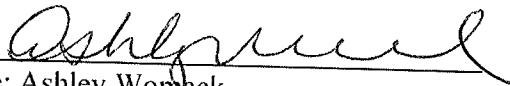
BANKER'S TOOLBOX, INC.

By: 
Name: Ashley Womack
Title: Chief Financial Officer

MAINSTREET TECHNOLOGIES, LLC

By: 
Name: Ashley Womack
Title: Chief Financial Officer

SAGEWORKS, INC.

By: 
Name: Ashley Womack
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By:  _____
Name: Robert Fuertes
Title: Vice President

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

Company

Patent Application

Application No.	Title	Filing Date	Status	Inventors
12/714,165	Techniques for Identifying High Risk Portfolio With Automated Commercial Real- Estate Stress Testing	02/26/2010	Pending	Cho, Daniel Choe, Kyong Sik Andrews, Josh

Trademarks and Service Marks

	Trademark	Reg. No.	Registered Date	Registrant
1.	BAM+	4,049,091	Nov. 1, 2011	Banker's Toolbox, Inc.
2.	Catch the bad guys.	4,501,026	Mar. 25, 2014	Banker's Toolbox, Inc.
3.	CREST	3,822,442	July 20, 2010	Banker's Toolbox, Inc.
4.	CTR Manager	3,905,920	Jan. 11, 2011	Banker's Toolbox, Inc.
5.	EDD	3,855,980	Oct. 5, 2010	Banker's Toolbox, Inc.
6.	Kite Manager	3,815,948	July 6, 2010	Banker's Toolbox, Inc.
7.	QAR QUESTIONABLE ACTIVITY REPORTING	3,905,921	Jan. 11, 2011	Banker's Toolbox, Inc.
8.	SmartScenarios	4,494,964	Mar. 11, 2014	Banker's Toolbox, Inc.
9.	BAM	4,719,559	April 14, 2015	Banker's Toolbox, Inc.
10.	Banker's Toolbox	3,035,281	Dec. 27, 2005	Banker's Toolbox, Inc.
11.	WatchList Manager	4,092,626	Jan. 24, 2012	Banker's Toolbox, Inc.
12.	WireFraud Manager	4,181,031	July 24, 2012	Banker's Toolbox, Inc.
13.	WirePro	4,291,776	Feb. 19, 2013	Banker's Toolbox, Inc.

Trademark Application

None.

Licenses

1. NServiceBus Standard Edition Per-Core License Agreement, between NServiceBus Ltd. and Banker's Toolbox, Inc. [INBOUND]
2. License Agreement between Banker's Toolbox Inc. and Nomino Data dated October 14, 2014. [INBOUND]
3. Licensing and Outsourcing Agreement between Banker's Toolbox, Inc. and Fidelity Information Services, Inc. dated March 29, 2006, as amended by Amendment 01 dated October 11, 2006, Amendment 02 dated December 8, 2009, Amendment 03 dated April 15, 2011, Amendment 04 dated October 23, 2012, Amendment 05 dated October 23, 2012, and Amendment 06 dated May 3, 2013. [INBOUND AND OUTBOUND]
4. Software Referral and Joint Marketing Agreement between Banker's Toolbox, Inc. and Fidelity Information Services dated April 20, 2005, as amended by Amendment No. 1 dated August 16, 2010 and together with Letter of Clarification dated June 6, 2014, and Waiver of Right of First Refusal dated April 24, 2015. [OUTBOUND]
5. Strategic Reseller Agreement between Banker's Toolbox, Inc. and i_TECH Corporation dated July 19, 2007, together with Addendum No. 1 dated March 18, 2008. [OUTBOUND]
6. Strategic Reseller Agreement between Banker's Toolbox, Inc. and 21st Century Financial Services dated July 19, 2007 as amended by Amendment No. 1 dated February 17, 2015. [OUTBOUND]
7. License Agreement between Banker's Toolbox, Inc. and Corporation for American Banking, LLC dated June 22, 2011 as amended by Amendment No. 1 dated August 14, 2013 and Amendment No. 2 dated June 1, 2014. [INBOUND]
8. Referral Agreement with Extract Files between Banker's Toolbox, Inc. and BMA Corporation dated September 6, 2007. [OUTBOUND]
9. Customer Referral Agreement between Banker's Toolbox, Inc. and ChoicePoint Public Records, Inc. dated April 21, 2006. [INBOUND]
10. Strategic Reseller Agreement between Banker's Toolbox, Inc. and Financial Institution Service Corporation dated April 24, 2008, as amended by Amendment No. 1 dated December 19, 2014. [OUTBOUND]
11. Master Relationship Agreement between Banker's Toolbox, Inc. and Harland Financial Solutions, Inc. dated April 21, 2005, together with Attachment A - Business Framework Document dated April 21, 2005 and Attachment B -Business Framework Document dated May 9, 2006. [INBOUND AND OUTBOUND]
12. EZTeller Data Extract Utility License Agreement between Banker's Toolbox, Inc. and Harland Financial Solutions, Inc. and dated February 5, 2008. [INBOUND]

13. Referral Agreement between Banker's Toolbox, Inc. and InfoTech Alliance Bank Services dated March 25, 2009. [OUTBOUND]

14. Referral Agreement with Extract File between Banker's Toolbox, Inc. and Integrated Bank Technology dated October 3, 2011. [OUTBOUND]

Mainstreet

Licenses

1. The FIS Agreement [OUTBOUND]
2. The Company enters into a Master Services Agreement with its customers in the ordinary course of business pursuant to which it grants such customer a non-exclusive license of rights in Company Intellectual Property [OUTBOUND]
3. Socio Labs Sales Agreement, by and between the Company and Socio Labs Inc., dated November 1, 2017. [INBOUND]
4. License Agreement, by and among the Company, ALLL Solutions, LLC and Renaissance Consulting and Engineering, LLC, dated August 1, 2012, as amended by that certain Addendum to Consultant Agreement, dated November 4, 2012. [INBOUND]
5. Agreement, by and between the Company and Summit Associates, Inc., dated September 25, 2012, as amended by that certain Addendum to September 21, 2012 Agreement between MainStreet Technologies, Inc. and Summit Associates, Inc., dated March 5, 2015. [INBOUND]

Common Law Trademarks

Mainstreet Technologies

MST

Domain Names

Mainstreet-tech.com

Sageworks

Trademarks

1. "SAGEWORKS ANALYST" (Reg. No. 4,175,781)
2. "SAGEWORKS" (Reg. No. 3,291,014)
3. "PROFITCENTS" (Reg. No. 3,294,112)

Patents

1. US Patent No. 9418315 - "Systems, methods, and computer readable media for extracting data from portable document format (PDF) files"

2. US Patent No. 6968316 - "Systems, methods and computer program products for producing narrative financial analysis reports"

Copyrights

1. "Profitcents Software" (TXu001201794), registered 11/18/2004

Domain Names

inmatestoentrepreneurs.org
2centerview.com
sageworksprofessionalservices.com
grant-grant.com
sageworksinstitute.org
alll.com
alll.guru
sageworks.co
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