

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5891371

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INTERVIEWSTREAM, INC.	12/31/2019
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15948526
Patent Number:	8112365
CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
<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:	01/02/2020
Total Attachments: 6	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2019, by and between COMERICA BANK ("Bank") and INTERVIEWSTREAM, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantor's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INTERVIEWSTREAM, INC.

101 North Wacker, Suite 110
Chicago, IL 60606

Attention: Christopher Joseph

By: 

Title: PRESIDENT

Address of Bank:

BANK:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

COMERICA BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

101 North Wacker, Suite 110
Chicago, IL 60606
Attention: Christopher Joseph

INTERVIEWSTREAM, INC.

By: 

Title: PRESIDENT

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

None.

[Exhibit A]

Detroit_16460953_6

PATENT
REEL: 051402 FRAME: 0394

EXHIBIT B

Patents

Title	App. No.	Filing Date	Patent No.	Granted Date
System and method to facilitate information exchange	15/948526	4/9/18	n/a	n/a
System and method for online employment recruiting and evaluation	12/339299	12/19/08	8,112,365	2/7/12

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
IVMESSAGE	86/022049	7/29/13	4,504,851	4/1/14
ROLEPLAYPRO	86/022005	7/29/13	4,504,850	4/1/14
RIVS	85/851627	2/15/13	4,406,797	9/24/13
EFFICIENT HIRING	85/851521	2/15/13	4,417,802	10/15/13
ASYNCRINTERVIEW	85/312529	5/4/11	4,090,198	1/24/12
INTERVIEWSTREAM	85/707533	8/20/12	4,438,438	11/26/13
VIEW WHENEVER DECIDE TOGETHER	85/290271	N/A	4,107,855	3/6/12