# OP \$115.00 260821

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM436204

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANEXINET CORP.		10/24/2014	Corporation: PENNSYLVANIA

#### **RECEIVING PARTY DATA**

Name:	CITIZENS BANK OF PENNSYLVANIA	
Street Address:	602 OFFICE CENTER DRIVE	
Internal Address:	SUITE 100	
City:	FT. WASHINGTON	
State/Country:	PENNSYLVANIA	
Postal Code:	19034	
Entity Type:	FINANCIAL INSTITUTION: PENNSYLVANIA	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2608212	ANEXINET
Registration Number:	3602230	WHERE LEADING EDGE TECHNOLOGY MEETS COMP
Registration Number:	2532872	WE LISTEN. WE DELIVER. YOU SUCCEED!
Registration Number:	2997711	NEAR-SITE

#### **CORRESPONDENCE DATA**

**Fax Number:** 2158325619

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.

**Phone:** 215-569-5619

Email: PECSENYE@BLANKROME.COM

Correspondent Name: TIMOTHY D. PECSENYE

Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	116280-01020
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	07/24/2017

# Total Attachments: 7 source=Citizens-Anexinet IP Agreement#page1.tif source=Citizens-Anexinet IP Agreement#page2.tif source=Citizens-Anexinet IP Agreement#page3.tif source=Citizens-Anexinet IP Agreement#page4.tif source=Citizens-Anexinet IP Agreement#page5.tif source=Citizens-Anexinet IP Agreement#page6.tif source=Citizens-Anexinet IP Agreement#page7.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 24, 2014, is made by and between ANEXINET CORP., a Pennsylvania corporation (the "Grantor"), and CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, in its capacity as Agent for the Lenders under the Loan Agreement (as defined below) (together with its successors and permitted assigns, "Agent"), having a business location at 3025 Chemical Road, Suite 300, Plymouth Meeting, Pennsylvania 19462. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Grantor's right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

"Loan Agreement" means Loan and Security Agreement, dated as of the date hereof, among ANEXINET CORP., on behalf of itself and as successor-by-merger to Acquisition Co. (as defined therein), as Borrower, the other Loan Parties party thereto, Agent and the Lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Patents" means all of the Grantor's right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

"Royalties" means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Grantor's right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

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- 2. <u>Security Interest</u>. The Grantor hereby grants to the Agent, for the benefit of Agent and Secured Parties, a security interest in and lien upon (the "<u>Security Interest</u>") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.
- 3. <u>Remedies</u>. Upon the occurrence of and during an Event of Default, the Agent and Lenders may exercise any or all remedies available under the Loan Agreement.
- 4. <u>Loan Agreement</u>. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Security Interest in the Copyrights, Trademarks and Patents 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.
- 5. <u>Governing Law</u>. This Agreement shall be governed by the internal law of the Commonwealth of Pennsylvania without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

ANEXINET CORP., as Grantor

Name: Kyan Wald

Title: Vice President

ACCEPTED AND AGREED as of the date first above written:

CITIZENS BANK OF PENNSYLVANIA, as Agent

By: \_\_\_\_\_\_Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT - CITIZENS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

ANEXINET CORP., as Grantor

By: \_\_\_\_\_

Name: Ryan Wald Title: Vice President

ACCEPTED AND AGREED as of the date first above written:

CITIZENS BANK OF PENNSYLVANIA, as Agent

By: \_\_

Name:

Eriz Ritte

Title:

SVP

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT - CITIZENS]

# EXHIBIT A

# UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None

# **EXHIBIT B**

# UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None

### EXHIBIT C

# UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

Loan Party	Registration No.	Mark
ANEXINET	U.S. Trademark Reg. No. 2,608,212	ANEXINET
CORP.		·
	U.S. Trademark Reg. No. 3,602,230	WHERE LEADING EDGE
ANEXINET		TECHNOLOGY MEETS
CORP.		COMPETITIVE ADVANTAGE
	U.S. Trademark Reg. No. 2,532,872	WE LISTEN, WE DELIVER, YOU
ANEXINET		SUCCEED!
CORP.		
	U.S. Trademark Reg. No. 2,997,711	NEAR-SITE
ANEXINET		
CORP.		

TRADEMARK
REEL: 006111 FRAME: 0760

RECORDED: 07/24/2017