

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HaystackID Holdings LLC		10/11/2017	Limited Liability Company: DELAWARE
HaystackID LLC		10/11/2017	Limited Liability Company: DELAWARE
HaystackID Review LLC		10/11/2017	Limited Liability Company: DELAWARE
Flex Discovery LLC		10/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 S. Wacker Dr.		
Internal Address:	Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4100207	HAYSTACKID 1010 0010111 0110110 0011100	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 7100		
Address Line 4:	Chicago, DELAWARE 60606		
NAME OF SUBMITTER:	Rebecca Floren		
SIGNATURE:	/s/ Rebecca Floren		
DATE SIGNED:	10/11/2017		

OP \$40.00 4100207

Total Attachments: 12

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PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of October 11, 2017 by HaystackID Holdings LLC, a Delaware limited liability company ("Holdings"), HaystackID LLC, a Delaware limited liability company (the "Company"), HaystackID Review LLC, a Delaware limited liability company ("Review"), Flex Discovery LLC, a Delaware limited liability company ("Flex"; the Company, Review and Flex are referred to herein, collectively, as "Borrowers" and, individually, as a "Borrower"; Holdings and Borrowers are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Credit Agreement dated as of October 11, 2017 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrowers thereunder that, among other things, each Obligor execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor

now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, and trade names including, without limitation, the trademarks and service marks listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”); and

(iv) the goodwill of such Obligor’s business connected with and symbolized by the Marks.

3. New Patents, Marks and Copyrights. If, before the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations or trade names, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or C; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

4. Royalties; Terms. Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks and Copyrights as described above shall be worldwide and, without any liability for royalties or other related charges from Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks and Copyrights assigned hereunder, or (ii) satisfaction in full of the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) and termination of the Credit Agreement.

5. Termination of Each Obligor's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

6. Duties of the Obligors. Except to the extent the same is no longer material to such Obligor's business or as otherwise determined by each Obligor in a manner consistent with its reasonable business judgment, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business or as otherwise determined by each Obligor in a manner consistent with its reasonable business judgment, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.

7. Lender's Right to Sue. From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks and the Copyrights, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the request of

Lender during the continuation of a Default, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of Lender's rights under this Section 7.

8. Waivers. No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

11. Further Assurances. Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's interest in the Patents, Marks and Copyrights and the goodwill associated therewith and enforce Lender's rights under this Agreement.

12. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, Marks and Copyrights, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks and Copyrights, (ii) take any other actions with respect to the Patents, Marks and Copyrights as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks or Copyrights to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters

of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks or Copyrights may be enforced. Each Obligor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

13. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

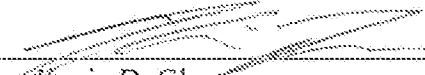
14. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.


HAYSTACKID HOLDINGS LLC

By: 
Name: Kevin D. Glass
Title: President and Chief Executive Officer

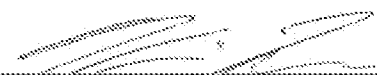
HAYSTACKID LLC

By: 
Name: Kevin D. Glass
Title: President and Chief Executive Officer

HAYSTACKID REVIEW LLC

By: 
Name: Kevin D. Glass
Title: President and Chief Executive Officer

FLEX DISCOVERY LLC

By: 
Name: Kevin D. Glass
Title: President and Chief Executive Officer

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: _____
Name: Scott Nielsen
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

HAYSTACKID HOLDINGS LLC

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Name: _____
Title: _____

HAYSTACKID LLC

By: _____
Name: _____
Title: _____

HAYSTACKID REVIEW LLC

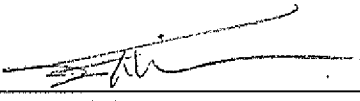
By: _____
Name: _____
Title: _____

FLEX DISCOVERY LLC

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By:  _____
Name: Scott Nielsen
Title: Vice President

Schedule A

Patents and Patent Applications


None

Schedule B

Copyrights

None

Schedule C
Trademarks, Service Marks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	HAYSTACKID & Design 	4,100,207	February 14, 2014

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark and Copyright)**

STATE OF)
) SS.
COUNTY OF)

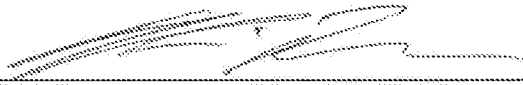
KNOW ALL MEN BY THESE PRESENTS, that HaystackID Holdings LLC, a Delaware limited liability company ("Holdings"), HaystackID LLC, a Delaware limited liability company (the "Company"), HaystackID Review LLC, a Delaware limited liability company ("Review"), Flex Discovery LLC, a Delaware limited liability company ("Flex"; the Company, Review and Flex are referred to herein, collectively, as "Borrowers" and, individually, as a "Borrower"; Holdings and Borrowers are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright and Trademark Security Agreement, dated as of October 11, 2017 (the "Collateral Agreement") among Obligors and TCF National Bank ("Lender"), each hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights and trademarks listed on Schedules A, B and C of the Collateral Agreement, and including those patents, copyrights and trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

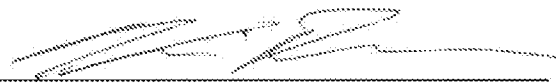
[signatures appear on next page]

This power of attorney is made pursuant to that certain Credit Agreement, dated as of October 11, 2017, among the Obligors and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

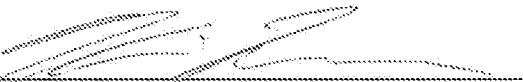
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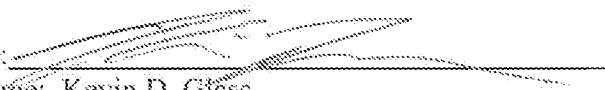
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