

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347865

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|---|---|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Xora, Inc. | | 07/13/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association, as Collateral Agent | | |
| Street Address: | 50 South Sixth Street, Suite 1290 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4689167 | STREETSMART | |
| Registration Number: | 4689168 | STREETSMART ADVANTAGE | |
| Registration Number: | 4689169 | STREETSMART WORKFORCE | |
| Registration Number: | 4625327 | XORA STREETSMART ADVANTAGE | |
| Registration Number: | 4625326 | XORA STREETSMART WORKFORCE | |
| Registration Number: | 2510199 | XORA | |
| Registration Number: | 3367713 | XORA | |
| Registration Number: | 3614414 | APPMOSPHERE | |
| Registration Number: | 3566579 | GEARWORKS | |
| Serial Number: | 85632557 | XORA STREETSMART | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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: | 714-540-1235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |

OP \$265.00 4689167

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|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 051643-0017 |
| NAME OF SUBMITTER: | Anna T Kwan |
| SIGNATURE: | /atk/ |
| DATE SIGNED: | 07/13/2015 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 13, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of July 13, 2015 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the for the benefit of the Agent Parties, the Purchasers and the Indemnified Parties (and their respective successors and assigns), a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination

This Agreement shall terminate and the security interest in and lien on the Trademark Collateral shall be released upon the full and complete payment in cash of all of the Secured Obligations.

SECTION 5. Governing Law

EXCEPT TO THE EXTENT THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT SUPPLEMENT AND THE SECURED OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND INTENDED TO BE PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

GRANTORS:

XORA, INC.

By: 

Name: Moshe BenBassat

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]


Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name:

Title:


Jeffery Rose
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005575 FRAME: 0820

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Database | Trademark | Registration Number | Registration Date | Status | Registrant |
|------------------------|-----------|---------------------|-------------------|------------|------------|
| International Register | TIMETRACK | 940824 | 4/30/2007 | Registered | Xora, Inc. |

STREETSMART

| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
|---------|-------------|------------|-------------------------|----------------|---------------|-------------------|------------|-----------------------|-----------|------------|------------|
| US | 31 Jan 2013 | 85838007 | | 17 Feb 2015 | 4689167 | | Xora, Inc. | - | | | Registered |

STREETSMART ADVENTAGE

| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
|---------|-------------|------------|-------------------------|----------------|---------------|-------------------|------------|-----------------------|-----------|------------|------------|
| US | 31 Jan 2013 | 85838008 | | 17 Feb 2015 | 4689168 | | Xora, Inc. | - | | | Registered |

STREETSMART WORKFORCE

| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
|---------|-------------|------------|-------------------------|----------------|---------------|-------------------|------------|-----------------------|-----------|------------|------------|
| US | 31 Jan 2013 | 85838011 | | 17 Feb 2015 | 4689169 | | Xora, Inc. | - | | | Registered |

XORA STREETSMART

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| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
| US | 23 May 2012 | 85632557 | | 24 Feb 2015 | 4692774 | | Xora, Inc. | - | | | Registered |

XORA STREETSMART ADVANTAGE

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|---------|-------------|------------|-------------------------|----------------|---------------|-------------------|------------|---|-----------|------------|---------------------|
| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
| US | 23 May 2012 | 85632561 | | 21 Oct 2014 | 4625327 | | Xora, Inc. | 21 Oct 2019 - US TM Renewal - 5th Year - DEADLINE | | | Registered (active) |

XORA STREETSMART WORKFORCE

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|---------|-------------|------------|-------------------------|----------------|---------------|-------------------|------------|---|-----------|------------|---------------------|
| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
| US | 23 May 2012 | 85632558 | | 21 Oct 2014 | 4625326 | | Xora, Inc. | 21 Oct 2019 - US TM Renewal - 5th Year - DEADLINE | | | Registered (active) |

XORA

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|---------|-------------|------------|-------------------------|----------------|---------------|-------------------|------------|--|-----------|------------|---------------------|
| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
| US | 12 Feb 2001 | 76209330 | | 20 Nov 2001 | 2510199 | | Xora, Inc. | 20 Nov 2021 - DEADLINE second renewal | | | Registered (active) |
| US | 24 Oct 2006 | 77027713 | | 15 Jan 2008 | 3367713 | | Xora, Inc. | 15 Jan 2018 - US TM Renewal - 10th Year - DEADLINE | | | Registered (active) |

APPMOSPHERE¹

| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
|---------|-------------|------------|-------------------------|----------------|---------------|-------------------|-----------------|--------------------------------------|-----------------|------------|---------------------|
| EM | 16 Jan 2008 | 006585707 | | 14 Jan 2009 | 006585707 | | GearWorks, Inc. | 16 Jan 2018 - CTM Renewal - DEADLINE | Denmeayer Group | | Registered (active) |
| U.S. | 16 Jul 2007 | 77230111 | | 5 May 2009 | 3614414 | | GearWorks, Inc. | | | | Registered |

GEARWORKS²

| Country | Filing Date | Filing No. | Nat/Reg publication No. | Grant/Reg Date | Grant/Reg No. | Nat/Reg entry No. | Applicant | Next Due Date/Renewal | Associate | Task Notes | Status |
|---------|-------------|------------|-------------------------|----------------|---------------|-------------------|-----------------|--------------------------------------|-----------------|------------|---------------------|
| EM | 29 Apr 2008 | 006875521 | | 23 Jan 2009 | 006875521 | | GearWorks, Inc. | 29 Apr 2018 - CTM Renewal - DEADLINE | Denmeayer Group | | Registered (active) |
| U.S. | 10/29/2007 | 77315747 | | 27 Jan 2009 | 3566579 | | GearWorks, Inc. | | | | Registered |

¹ Company intends to abandon this trademark.

² Company intends to abandon this trademark.