

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to and Ratification of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INFUSION SOFTWARE, INC.		07/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4225281	INFUSIONSOF	
<b>Registration Number:</b>	4245920	GROSOCIAL	
<b>Serial Number:</b>	85000632	9 BUILDING BLOCKS	
<b>Serial Number:</b>	85000631	9 BUILDING BLOCKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F157376		
<b>NAME OF SUBMITTER:</b>	James Won		
<b>SIGNATURE:</b>	/James Won/		
<b>DATE SIGNED:</b>	07/31/2015		
<b>Total Attachments: 5</b>			

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**FIRST AMENDMENT TO  
AND RATIFICATION OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to and Ratification of Intellectual Property Security Agreement (the "Amendment") is effective as of July 30, 2015 by and between **INFUSION SOFTWARE, INC.**, a Delaware corporation with its chief executive office located at 1260 South Spectrum Boulevard, Chandler, Arizona 85286 (the "Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, the Grantor executed and delivered an Amended and Restated Intellectual Property Security Agreement dated as of November 23, 2009 (as may be amended, hereinafter, the "IP Agreement") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.


NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
  - a. Exhibit A to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Schedule 1 annexed hereto and incorporated herein by reference.
  - b. Exhibit C to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Schedule 2 annexed hereto and incorporated herein by reference.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
  - c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

INFUSION SOFTWARE, INC.

By  \_\_\_\_\_  
Name: Clate W. Mask III  
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.


GRANTOR:

INFUSION SOFTWARE, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By  \_\_\_\_\_  
Name: *Chase Little*  
Title: *Vice President*

**SCHEDULE 1**

**EXHIBIT A**

FIRST AMENDMENT TO  
AND RATIFICATION OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Elite Forum by Infusionsoft	TXu001914133	June 26, 2014
Intro and LCM Intro	TXu001918395	July 1, 2014
Infusionsoft User Groups	Not received	July 1, 2014
Attracting Interest and Capturing Leads	Not received	July 1, 2014
Infusionsoft Certified Consultants Program Training Course	Not received	June 26, 2014

**SCHEDULE 2**

**EXHIBIT C**

FIRST AMENDMENT TO  
AND RATIFICATION OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Infusionsoft	4225281	October 16, 2012
INFUSIONSOFT	851218 [Arizona state registration]	June 30, 2008
INFUSIONSOFT	1450552 [Australia registration]	September 23, 2011
Infusionsoft	1475667 [Australia registration]	February 17, 2012
INFUSIONSOFT	TMA850997 [Canada registration]	May 5, 2013
Infusionsoft	TMA848268 [Canada registration]	April 11, 2013
INFUSIONSOFT	010265171 [CTM registration]	February 17, 2012
Infusionsoft	010653863 [CTM registration]	July 13, 2012
GROSOCIAL	4245920	November 20, 2012
9 BUILDING BLOCKS	85000632	March 29, 2010
9 BUILDING BLOCKS	85000631	March 29, 2010

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