

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Real Enterprise Solutions Nederland BV		12/18/2015	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	ORIX Ventures, LLC		
Street Address:	1717 Main St.		
Internal Address:	Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2711206	RES	
Registration Number:	2713302	POWERFUSE	
Registration Number:	3394509	RES	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<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:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	307038-123		
NAME OF SUBMITTER:	Anna Anderson		
SIGNATURE:	/Anna Anderson/		
DATE SIGNED:	12/22/2015		
Total Attachments: 12			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2015 by and between ORIX Ventures, LLC ("**ORIX**"), and RES Holding B.V., a private company with limited liability, incorporated and existing under the laws of the Netherlands, RES Software B.V., a private company with limited liability, incorporated and existing under the laws of the Netherlands, Real Enterprise Solutions Development B.V., a private company with limited liability, incorporated and existing under the laws of the Netherlands, and Real Enterprise Synergy, Inc., a Delaware corporation (jointly and severally, "**Grantor**"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated December 18, 2015 (as the same may be amended, restated, supplemented or modified from time to time, the "**Loan Agreement**"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on **Schedule A** hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, (ii) the patents and patent applications listed on **Schedule B** hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on **Schedule C** hereto, and all extensions and renewals thereof, (iv) all rights to recover for past or future infringement of any of the foregoing, (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on **Schedule A** hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on **Schedule B** are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on **Schedule C** are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days

prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including, without limitation, attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signatures on Next Page]

Address of Grantor:

RES Holding B.V.

By: _____
Name: _____
Title: _____

Real Enterprise Synergy, Inc.

By: _____
Name: _____
Title: _____

RES Software B.V.

By: _____
Name: _____
Title: _____

Real Enterprise Solutions Development B.V.

By: _____
Name: _____
Title: _____

ORIX Ventures, LLC

By: _____
Name: _____
Title: _____

Address of ORIX:

1717 Main St., Suite 1100
Dallas, TX 75201

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

RES Holding B.V.

By: _____
Name: _____
Title: _____

Real Enterprise Synergy, Inc.

By: _____
Name: _____
Title: _____

RES Software B.V.

By: _____
Name: _____
Title: _____

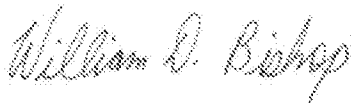
Real Enterprise Solutions Development B.V.

By: _____
Name: _____
Title: _____

ORIX Ventures, LLC

Address of ORIX:

1717 Main St., Suite 1100
Dallas, TX 75201

By:  _____
Name: William Bishop
Title: Co-Head and Managin Director

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A



Trademarks

Description






Registration/
Application
Number



Registration/
Application
Date

Trademark/design	Type	Country	Application Date Application No.	Registration Date Registration No.	Class(es)	Status	Registered owner	Renewal
INSIGHT	Word mark	Benelux	22-06-07 1137887	05-10-07 0826780	09,16,25,41	Registered	Real Enterprise Solutions Nederland B.V.	22-06-17 Not to be renewed
INSIGHT	Word mark	International registration	30-01-08	30-01-08 953712	09,16,25,41	Registered	Real Enterprise Solutions Nederland B.V.	30-01-18 Not to be renewed
MAANTJES in Kleur	Device mark	Benelux	21-12-06 1125732	05-04-07 0815254	09,16,25,41, 42	Registered	Real Enterprise Solutions Nederland B.V.	21-12-16 Not to be renewed
MAANTJES in Kleur	Device mark	India	05-12-07 1628010	17-06-11 1628010	09	Registered	Real Enterprise Solutions Nederland B.V.	05-12-17 Not to be renewed
MAANTJES in Kleur	Device mark	India	05-12-07 1628009	17-06-11 1628009	16	Registered	Real Enterprise Solutions Nederland B.V.	05-12-17 Not to be renewed
MAANTJES in Kleur	Device mark	India	05-12-07 1628012	17-06-11 1628012	41	Registered	Real Enterprise Solutions Nederland B.V.	05-12-17 Not to be renewed

Trademark/design	Type	Country	Application Date Application No.	Registration Date Registration No.	Class(es)	Status	Registered owner	Renewal
	Device mark	Indonesia	28-11-07 1002007039312	02-07-09 IDM000209504	41	Registered	Real Enterprise Solutions Nederland B.V.	28-11-17 Not to be renewed
	Device mark	International registration	20-06-07	20-06-07 935085	09,16,25,41, 42	Registered	Real Enterprise Solutions Nederland B.V.	20-06-17 Not to be renewed
		-European Community -Norway -Russian Federation -Switzerland -Turkey		18-sep-2007	16,25,41,42	Registered Partial registered Registered	Real Enterprise Solutions Nederland B.V.	20-06-17 Not to be renewed
ORCHESTRA	Word mark	Belux	22-06-07 1137888	05-10-07 0826781	09,16,41	Registered	Real Enterprise Solutions Nederland B.V.	22-06-17 Not to be renewed
ORCHESTRA	Word mark	International registration	30-01-08	30-01-08 953240	09,16,41	Registered	Real Enterprise Solutions Nederland B.V.	30-01-18 Not to be renewed
		-European Community -Iceland -Norway -Switzerland				Registered Not to be renewed Registered	Real Enterprise Solutions Nederland B.V.	30-01-18 Not to be renewed
POWERFUSE	Word mark	Belux	14-09-04 1062104	05-10-04 0754499	09,16,18,21, 25,35,38,41, 42	Registered	Real Enterprise Solutions Nederland B.V.	14-09-24 Active
POWERFUSE	Word mark	Canada	25-11-05 1280923	17-04-08 712152	-	Registered	Real Enterprise Solutions Nederland B.V.	17-04-23 Not to be renewed
POWERFUSE	Word mark	Germany	16-05-07 30732255,6	16-02-09 30732255	09,16,35,38, 41,42	Registered	Real Enterprise Solutions Nederland B.V.	31-05-17 Not to be renewed
POWERFUSE	Word mark	Hong Kong	30-07-07 300922824	30-07-07 300922824	09,16,18,21, 25,35,38,41, 42	Registered	Real Enterprise Solutions Nederland B.V.	29-07-17 Not to be renewed
POWERFUSE	Word mark	United States of America	14-06-02 76421429	06-05-03 2713302	09	Registered	Real Enterprise Solutions Nederland B.V.	06-05-23 Active

Trademark/design	Type	Country	Application Date Application No.	Registration Date Registration No.	Class(es)	Status	Registered owner	Renewal
RES	Word mark	Benelux	21-12-06 1125731	05-04-07 0814654	09,16,25,41, 42	Registered	Real Enterprise Solutions Nederland B.V.	21-12-16 Being renewed
RES	Word mark	Canada	06-07-07 1354813	02-04-09 737453	-	Registered	Real Enterprise Solutions Nederland B.V.	02-04-24 Active
RES	Word mark	Hong Kong	30-07-07 300922833	30-07-07 300922833	09,16,25,41, 42	Registered	Real Enterprise Solutions Nederland B.V.	29-07-17 Not to be renewed
RES	Word mark	India	28-11-07 1625474	16-06-11 1625474	09	Registered	Real Enterprise Solutions Nederland B.V.	28-11-17 Active
RES	Word mark	India	28-11-07 1625475	16-06-11 1625475	16	Registered	Real Enterprise Solutions Nederland B.V.	05-12-17 Not to be renewed
RES	Word mark	Indonesia	28-11-07 D002007039315	13-07-09 IDM000210035	16	Registered	Real Enterprise Solutions Nederland B.V.	28-11-17 Active
RES	Word mark	Indonesia	28-11-07 1002007039317	02-07-09 IDM000209600	41	Registered	Real Enterprise Solutions Nederland B.V.	28-11-17 Active
RES	Word mark	Indonesia	28-11-07 1002007039318	02-07-09 IDM000209601	42	Registered	Real Enterprise Solutions Nederland B.V.	28-11-17 Active
RES	Word mark	International registration	20-06-07	20-06-07 933329	09,16,25,41, 42	Registered	Real Enterprise Solutions Nederland B.V.	20-06-17 Active
		-Australia				Not to be renewed		
		-China				Not to be renewed		
		-European Community				Registered		
		-Iceland			09,16,41,42	Not to be renewed		
		-Japan				Not to be renewed		
		-Norway				Registered		
		-Russian Federation		24-Jul-2007	09,25	Not to be renewed		
		-Singapore		9-nov-2007		Not to be renewed		
		-Switzerland				Registered		
		-Turkey			16,41	Not to be renewed		
RES	Word mark	Taiwan	12-12-07 96058395	16-02-09 01351208	09,42	Registered	Real Enterprise Solutions Nederland B.V.	15-02-19 Not to be renewed

Trademark/design	Type	Country	Application Date Application No.	Registration Date Registration No.	Class(es)	Status	Registered owner	Renewal
RES	Word mark	United States of America	06-07-07 77223272	11-03-08 3394509	09,16,41,42	Registered	Real Enterprise Solutions Nederland B.V.	11-03-18 Active
RES	Word mark	United States of America	14-06-02 76420932	29-04-03 2711206	09	Registered	Real Enterprise Solutions Nederland B.V.	29-04-23 Active
RES (in kleur)	Word mark in special script	International registration	24-12-10	24-12-10 1066973	09,42	Registered	Real Enterprise Solutions Nederland B.V.	24-12-20 Active
		-European Community -Switzerland -United States of America				Registered Registered Registered		
RES in kleur	Word mark in special script	Benelux	10-09-10 1209691	10-12-10 0887718	09,42	Registered	Real Enterprise Solutions Nederland B.V.	10-09-20 Active
								
RES in kleur	Word mark in special script	Canada	20-09-10 1496602	11-03-13 845780	-	Registered	Real Enterprise Solutions Nederland B.V.	11-03-28 Active
								
RES MET MAANTJES in kleur	Word/device mark	Hong Kong	12-02-08 301049544	12-02-08 301049544	09,16,25,41,42	Registered	Real Enterprise Solutions Nederland B.V.	11-02-18 Not to be renewed
								
RES MET MAANTJES in kleur	Word/device mark	Iceland	17-03-08 904/2008	03-11-08 1085/2008	09,16,25,41,42	Registered	Real Enterprise Solutions Nederland B.V.	03-11-18 Not to be renewed
								

Trademark/design	Type	Country	Application Date Application No.	Registration Date Registration No.	Class(es)	Status	Registered owner	Renewal
	Word/device mark	Singapore	24-03-08 T08/037251	24-03-08 T08037251	16	Registered	Real Enterprise Solutions Nederland B.V.	24-03-18 Not to be renewed
RES MET MAANTJES in kleur en zwart/wit	Word/device mark	Singapore	24-03-08 T08/037261	24-03-08 T08037261	25	Registered	Real Enterprise Solutions Nederland B.V.	24-03-18 Not to be renewed
	Word/device mark	Singapore	24-03-08 T0803727G	24-03-08 T0803727G	42	Registered	Real Enterprise Solutions Nederland B.V.	24-03-18 Not to be renewed
RES ONE	Word mark	Benelux	13-04-15 1308462	24-06-15 0973415	09,42	Registered	Real Enterprise Solutions Nederland B.V.	13-04-25 Active
RES ONE	Word mark	International registration	21-07-15		09,42	Filed	Real Enterprise Solutions Nederland B.V.	
		-European Community				Filed		
		-United States of America				Filed		
WISDOM	Word mark	Benelux	14-09-04 1062102	05-10-04 0754498	09,16,18,21, 25,35,38,41, 42	Registered	Real Enterprise Solutions Nederland B.V.	14-09-24 Active
WISDOM	Word mark	Hong Kong	30-07-07 300922806	30-07-07 300922806	09,16,18,21, 35,38,41	Registered	Real Enterprise Solutions Nederland B.V.	29-07-17 Not to be renewed

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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