

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Denovo Ventures Holdings, LLC		09/30/2016	Limited Liability Company: DELAWARE
Denovo Ventures, LLC		09/30/2016	Limited Liability Company: COLORADO
Denovo East, LLC		09/30/2016	Limited Liability Company: COLORADO
DNPR Services, LLC		09/30/2016	Limited Liability Company: COLORADO
CD Group, Inc.		09/30/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Pacific Mercantile Bank		
Street Address:	949 South Coast Drive, 3rd Floor		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4730533	QIS	
Registration Number:	3955658	UBSREADY	
Registration Number:	3959080	UBSREADY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		

OP \$90.00 4730533

ATTORNEY DOCKET NUMBER:	F166421
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	11/07/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 2016 by and between **PACIFIC MERCANTILE BANK** ("Lender") and the following (jointly and severally, "Grantor"): **DENOVO VENTURES HOLDINGS, LLC**, a Delaware limited liability company, **DENOVO VENTURES, LLC**, a Colorado limited liability company, **DENOVO EAST, LLC**, a Colorado limited liability company, **DNPR SERVICES, LLC**, a Colorado limited liability company and **CD GROUP, INC.**, a Georgia Corporation with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated September 30, 2016 (as amended 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 Lender 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 Lender 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, and (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, and (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, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (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 Lender'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 Lender 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 California.

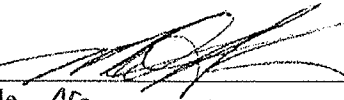
[signatures on next page]

Address of Grantor:

6328 Monarch Park Place #200
Longmont, CO 80503

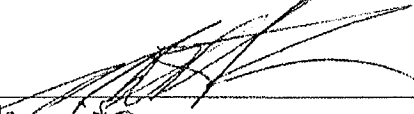
Grantor:

Denovo Ventures, LLC,
a Colorado limited liability company

By 
Title CFO

Grantor:

DNPR Services, LLC,
a Colorado limited liability company


By 
Title CFO

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Grantor:

Denovo Ventures Holdings, LLC,
a Delaware limited liability company

By 
Title CFO

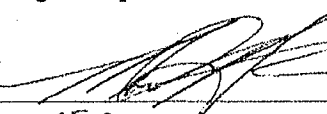
Grantor:

Denovo East, LLC,
a Colorado limited liability company

By 
Title CFO

Grantor:

CD Group, Inc.,
a Georgia Corporation

By 
Title CFO

Lender:

Pacific Mercantile Bank

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

6328 Monarch Park Place #200
Niwoot, CO 80503

Grantor:

Denovo Ventures, LLC,
a Colorado limited liability company

By _____
Title _____

Grantor:

DNPR Services, LLC,
a Colorado limited liability company

By _____
Title _____

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Grantor:

Denovo Ventures Holdings, LLC,
a Delaware limited liability company

By _____
Title _____

Grantor:

Denovo East, LLC,
a Colorado limited liability company

By _____
Title _____

Grantor:

CD Group, Inc.,
a Georgia corporation

By _____
Title _____

Lender:

Pacific Mercantile Bank

By Tom Wagner
Title EVP

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Marks Owned by Denovo Ventures, LLC</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
QIS	4,730,533	May 5, 2015
UBSReady	3,955,658	May 3, 2011
UBSReady	3,959,080	May 10, 2011
DENOVO	Not applicable	
DENOVO (stylized lettering)	Not applicable	
DENOVO QUICK CALCULATORS (DQC)	Not applicable	
DENOVO QUICKBIZ (DQB)	Not applicable	
BIZTECH	Not applicable	
ITINUUM	Not applicable	
<u>Mark owned by DNPR Services, LLC</u>		
DNPR Services	Not applicable	
<u>Mark owned by Denovo East, LLC</u>		
Denovo East	Not applicable	
<u>Mark owned by Denovo Ventures Holdings, LLC</u>		
Denovo Ventures Holdings	Not applicable	
<u>Mark owned by CD Group, Inc.</u>		
CD Group	Not applicable	

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

By Denovo, LLC (former name of Denovo Ventures, LLC)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Denovo Business Operating System	TXu001571569	February 19, 2008

By CD Group, Inc.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Accelerate Data Warehouse for JD Edwards (2013 Rev.)	TX0007942773	July 23, 2014
E1 Page Studio (2014 Rev.)	TX0007955650	July 23, 2014
i-ON Monitoring Tool (2014 Rev.)	TX0007954979	July 23, 2014
New Vision interactive training for Goldmine.	TX0004757303	June 3, 1998
New vision interactive training for goldmine.	TX0004640460	December 8, 1997

By Quality Innovative Systems, Inc. (who assigned all its IP to Denovo Ventures, LLC pursuant to an Asset Purchase Agreement dated October 23, 2015)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
UBSReady Computer File	TXu001661241	December 23, 2009