

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zumasys, Inc.		12/14/2017	Corporation: CALIFORNIA
jBase International, Inc.		12/14/2017	Corporation: DELAWARE
Zumasys Limited		12/14/2017	Corporation: UNITED KINGDOM
jBase Holdings Limited		12/14/2017	Corporation: UNITED KINGDOM
jBase International Limited		12/14/2017	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4712114	ACCUTERM	
Registration Number:	4712061	CONQUER THE CLOUD	
Registration Number:	4662889	HAPPYNESS IS A CHOICE	
Registration Number:	4656171	HAPPYNESS IS A CHOICE	
Registration Number:	4114880	Z	
Registration Number:	4114879	ZUMAPALOOZA	
Registration Number:	3984590	ELEVATE YOUR BUSINESS WITH OUR CLOUD	
Registration Number:	3237355	ZUMASYS	
Registration Number:	3357974	THEONDEMANDOFFICE	
Registration Number:	3778766	Z ZUMASYS	
Registration Number:	2573361	JBASE	
Registration Number:	2563523	JBASE	

OP \$315.00 4712114

CORRESPONDENCE DATA**Fax Number:** 6506440520

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.

Phone: 6506483802**Email:** patty@pattycheng.com**Correspondent Name:** Patty Cheng**Address Line 1:** 2625 MIDDLEFIELD ROAD, SUITE 215**Address Line 4:** Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
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SIGNATURE:	/s/ Patty Cheng
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DATE SIGNED:	12/19/2017
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 14, 2017 by and among Avidbank, a California corporation ("**Bank**") and Zumasys, Inc., a California corporation ("**Parent**"), jBase International, Inc., a Delaware corporation ("**jBase**") Zumasys Limited ("**Zumasys**"), jBase Holdings Limited ("**Holdings**") and jBase International Limited ("**jBase International**"). Parent, jBase, Zumasys, Holdings, and jBase International are each referred to herein as a "**Grantor**" and collectively, as the "**Grantors**".

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors (as amended from time to time, the "**Loan Agreement**") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors' obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor's right, title and interest in such Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

c/o Zumasys, Inc.
9245 Research Drive
Irvine, CA 92618
Attn: Paul Giobbi

ZUMASYS, INC.

By: [Signature]
Name: Paul Giobbi
Title: President

JBASE INTERNATIONAL, INC.

By: [Signature]
Name: Paul Giobbi
Title: President

ZUMASYS LIMITED

By: [Signature]
Name: Paul Giobbi
Title: Director

JBASE HOLDINGS LIMITED

By: [Signature]
Name: Paul Giobbi
Title: Director

JBASE INTERNATIONAL LIMITED

By: [Signature]
Name: Paul Giobbi
Title: Director

Address of Bank:

1732 N 1st Street 6th Floor
San Jose, CA 95112
Attn: Larry LaCroix

AVIDBANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

c/o Zumsys, Inc.
9245 Research Drive
Irvine, CA 92618
Attn: Paul Giobbi

ZUMASYS, INC.

By: _____

Name: _____

Title: _____

JBASE INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

ZUMASYS LIMITED

By: _____

Name: _____

Title: _____

JBASE HOLDINGS LIMITED

By: _____

Name: _____

Title: _____

JBASE INTERNATIONAL LIMITED

By: _____

Name: _____

Title: _____

Address of Bank:

1732 N 1st Street 6th Floor
San Jose, CA 95112
Attn: Larry LaCroix

AVIDBANK

By: _____

Name: Samantha Kim

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Name of Owner	Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
Parent	ACCUTERM	4712114	March 31, 2015
Parent	CONQUER THE CLOUD	4712061	March 31, 2015
Parent	HAPPYNESS IS A CHOICE	4662889	December 30, 2014
Parent	HAPPYNESS IS A CHOICE	4656171	December 16, 2014
Parent	Z	4114880	March 20, 2012
Parent	ZUMAPALOOZA	4114879	March 20, 2012
Parent	ZUMAPALOOZA	85214175	*
Parent	ELEVATE YOUR BUSINESS WITH OUR CLOUD	3984590	June 28, 2011
Parent	ZUMASYS	3237355	May 1, 2007
Parent	THEONDEMANDOFFICE	3357974	December 18, 2007
Parent	WE'VE GOT IT COVERED	77520253	*
Parent	Z ZUMASYS	3778766	April 20, 2010
Parent	JBASE	2573361	May 28, 2002
Parent	JBASE	2563523	April 23, 2002

* Indicates dead, abandoned or cancelled trademark