

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM545386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIRTUAL OFFICEWARE (DE), LLC		10/16/2019	Corporation: DELAWARE Limited Liability Company

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	86024416	VIRTUAL OFFICEWARE
Serial Number:	86024426	VIRTUAL OFFICEWARE
Serial Number:	86024444	VIRTUAL OFFICEWARE
Serial Number:	86024446	VIRTUAL OFFICEWARE

CORRESPONDENCE DATA

Fax Number:

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.

Email: LAMBC@pepperlaw.com
Correspondent Name: Chris J. Lamb
Address Line 1: 1313 Market Street
Address Line 2: Hercules Plaza, Suite 5100
Address Line 4: Wilmington, DELAWARE 19899-1709

ATTORNEY DOCKET NUMBER:	107463.78
NAME OF SUBMITTER:	Antonelle M. Piccirilli
SIGNATURE:	/Antonelle M. Piccirilli/
DATE SIGNED:	10/16/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of October 16, 2019 by and between (i) **WILMINGTON SAVINGS FUND SOCIETY, FSB**, a federal savings bank, as bank (“**Bank**”), and (ii) **VIRTUAL OFFICEWARE (DE), LLC**, a Delaware limited liability company, as grantor (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantor, in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof by and among Grantor, Virtual Revenue Solutions, LLC and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor and its affiliates under the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of the Obligations (as defined in the Credit Agreement), Grantor hereby represents, warrants, covenants and agrees, under seal, as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

4. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]


IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2000 Cliff Mine Road
Park West Two, Suite 510
Pittsburgh, PA 15275
Attn: Joe Macies
Fax: (412) 424-2264

GRANTOR:

VIRTUAL OFFICEWARE (DE), LLC

By:  (SEAL)
Joe Macies
Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006774 FRAME: 0103

EXHIBIT A

Copyrights

No copyright registrations.

EXHIBIT B

PATENTS

No patents or patent applications.

EXHIBIT C
TRADEMARKS

Mark	Design	Application Number	Application Date	Registration Number	Registration Date
VIRTUAL OFFICEWARE		86024416	31-JUL-2013	4612298	30-SEPT-2014
VIRTUAL OFFICEWARE		86024426	31-JUL-2013	4612299	30-SEPT-2014
VIRTUAL OFFICEWARE		86024444	31-JUL-2013	4612301	30-SEPT-2014
VIRTUAL OFFICEWARE		86024446	31-JUL-2013	4612302	30-SEPT-2014