

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

EAGLEEYE ANALYTICS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 8, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: SQUARE 1 BANK

Internal

Address: LOAN DOCUMENTATION DEPT

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: North Carolina

Country: USA Zip: 27701

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship North Carolina
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77/726219 and others as listed on Exhibit C hereto

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

EESCORE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: SQUARE 1 BANK

Internal Address: LOAN DOCUMENTATION DEPT

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: North Carolina Zip: 27701

Phone Number: 919-314-3086

Fax Number: 919-354-1278

Email Address: loandocsdept@square1bank.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 50-3822

Authorized User Name LEE CONNER

9. Signature:

Lee Conner HIC
Signature

4-05-10
Date

LEE CONNER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$165.00 503822 77726219

EXHIBIT C

Trademarks

Trademark Applications Currently Pending at U.S. Patent and Trademark Office

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
EESCORE	77726219	4/30/09
EAGLEEYE ANALYTICS	77726205	4/30/09
EAGLEEYE INSURANCE SCORE	77726221	4/30/09
TALON	77897060	12/18/09
EAGLEEYE ANALYTICS	77726211	4/30/09
FORESIGHT*	77291444	9/28/07

(*Although currently pending at the U.S. Patent and Trademark Office, Grantor intends not to respond to the current Office Action issued against application serial no. 77291444 for FORESIGHT and allow this application to abandon.)

Inactive Trademark Applications (Notice of Abandonment Issued by U.S. Patent and Trademark Office)

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
VERISIGHT	77291469	9/28/07
OVERSIGHT	77291503	9/28/07
CLEARISIGHT	77291450	9/28/07
ONSIGHT	77291459	9/28/07
HINDSIGHT	77291431	9/28/07

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 8, 2010 by and between SQUARE 1 BANK ("Bank") and EAGLEEYE ANALYTICS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 16, 2007, as amended from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of June 29, 2007, that certain Second Amendment to Loan and Security Agreement dated as of July 13, 2007, that certain Third Amendment to Loan and Security Agreement dated as of August 24, 2007, that certain waiver letter dated September 7, 2007, that certain Fourth Amendment to Loan and Security Agreement dated as of October 1, 2007, that certain Fifth Amendment to Loan and Security Agreement dated as of November 30, 2007, that certain Sixth Amendment to Loan and Security Agreement dated as of February 28, 2008, that certain Seventh Amendment to Loan and Security Agreement dated as of June 17, 2008, that certain Eighth Amendment to Loan and Security Agreement dated as of July 1, 2008, that certain consent letter dated as of September 26, 2008, that certain Ninth Amendment to Loan and Security Agreement dated as of September 30, 2008, that certain Tenth Amendment to Loan and Security Agreement dated as of September 30, 2008, that certain Eleventh Amendment to Loan and Security Agreement dated as of January 6, 2009, that certain Twelfth Amendment to Loan and Security Agreement dated as of April 14, 2009, that certain Thirteenth Amendment to Loan and Security Agreement dated as of September 14, 2009, that certain Fourteenth Amendment to Loan and Security Agreement dated as of December 14, 2009 and that certain Fifteenth Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan 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 to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan 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 Loan 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 Intellectual Property Security Agreement, the Loan 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1501 Main St. Suite 400
Columbia, SC 29201

Attn: Chief Executive Officer

EAGLEEEYE ANALYTICS, INC.

By: 

Title: SVP-CFO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By: 

Title: AJP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

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