

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LATTICE ENGINES, INC.		11/12/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4165773	FUNDPRISM	
Registration Number:	4159079	GROUPODEX	
Registration Number:	4025125	LATTICE ENGINES	
Registration Number:	3367005	LATTICE ENGINES	
Registration Number:	4027978	PLAYMAKER	
Registration Number:	3664852	POET	
Registration Number:	3970575	SALESPRISM	
Registration Number:	4191277	VISIDB	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		

Address Line 1: 101 California Street, Suite 3900  
Address Line 2: Winston & Strawn LLP  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 250121.1 (LATTICE ENGINES

NAME OF SUBMITTER: LOREN KESSLER HIGGINS, ESQ.

Signature: /LOREN KESSLER HIGGINS, ESQ./

Date: 11/13/2013

**Total Attachments: 8**

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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of November 12, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and LATTICE ENGINES, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is LATTICE ENGINES, INC., and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and LATTICE ENGINES, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of November 12, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof and all goodwill associated with the foregoing;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds;

provided that, notwithstanding the foregoing, Collateral shall not include, and shall specifically exclude, any agreement that (A) is nonassignable by its terms without the consent of the applicable contract or agreement counterparty or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), or (B) the granting of a security interest therein is contrary to applicable law or would breach such agreement, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth, as of the date hereof, any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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**2. LOAN AGREEMENT**

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. Subject to the limitations set forth in the Loan Agreement, You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents reasonably necessary to perfect and give priority to Our lien on the Intellectual Property Collateral as contemplated by the Loan Agreement. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us as contemplated by the Loan Agreement.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: LATTICE ENGINES, INC.  
Signature: *Howie Shoket*  
Print Name: Howie Shoket  
Title: CEO and Treasurer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agt (Lattice Engines)

## **SCHEDULE A**

### **To Plain English Intellectual Property Security Agreement Between Lattice Engines, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)**

#### **PATENTS AND PATENT APPLICATIONS**

##### **PATENTS**

Patent Name	Status and Date Issued	Patent Number
Lattice data set-based methods and apparatus for information storage and retrieval	Grant 6/5/12	US 12/425,926

##### **PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
Digital data processing systems and methods for searching and communicating via a social network	Application 1/9/12	US 13/346,371
Digital data processing systems and methods for searching across user accounts	Application 12/10/12	PCT/US2012/068740

## SCHEDULE B


To Plain English Intellectual Property Security Agreement  
Between Lattice Engines, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)

### TRADEMARKS AND TRADEMARK APPLICATIONS

#### TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Regis. Date</u>	<u>Status</u>
FUNDPRISM	United States	4165773	06/26/12	Section 8 Affidavit due 06/26/18
GROUPODEX	United States	4159079	06/12/12	Section 8 Affidavit due 06/12/18
LATTICE ENGINES	Australia Madrid Protocol	1421946	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	Canada	839765	01/11/13	Renewal due 01/11/28
LATTICE ENGINES	China Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	European Community	9826281	08/30/11	Renewal due 03/21/21
LATTICE ENGINES	Japan Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/12/21
LATTICE ENGINES	Madrid Protocol Australia China Japan Russian Federation Switzerland Turkey	1072973	03/17/11	Renewal due 03/17/21
LATTICE ENGINES	Mexico	1224110	06/23/11	Renewal due 03/23/21
LATTICE ENGINES	Russian Federation Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	Switzerland Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	Turkey Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	United States	4025125	09/13/11	Section 8 Affidavit due 09/13/17



LATTICE ENGINES and design 	United States	3367005	01/08/08	Section 8 Affidavit due 01/08/14
PLAYMAKER	United States	4027978	09/20/11	Section 8 Affidavit due 09/20/17
POET	United States	3664852	08/04/09	Section 8 Affidavit due 08/04/15
SALESPRISM	United States	3970575	05/31/11	Section 8 Affidavit due 05/31/17
VISIDB	United States	4191277	08/14/12	Section 8 Affidavit due 08/14/18

#### TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
LATTICE ENGINES	Brazil	830985344	03/23/11	Published
LATTICE ENGINES	India	2117925	03/18/11	Under examination
SALESPRISM	China	11341254	08/13/12	Under examination

**SCHEDULE C**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Between Lattice Engines, Inc., as You (Grantor)**  
**And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
None.			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
None.		