

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEATHER DECISION TECHNOLOGIES, INC.		11/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MICROSOFT CORPORATION
Street Address:	ONE MICROSOFT WAY
City:	REDMOND
State/Country:	WASHINGTON
Postal Code:	98052
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	85562539	HAILMAP
Serial Number:	85394267	WEATHEROPS
Serial Number:	85405088	POLARIS
Serial Number:	85273023	RADARSCOPE
Serial Number:	85247344	WEATHER DECISION TECHNOLOGIES
Serial Number:	85213768	WEATHER AS A SERVICE
Serial Number:	85213762	WAAS
Serial Number:	85118911	SMART CACHING
Serial Number:	85247572	WDT
Serial Number:	85247356	WDT
Serial Number:	85227876	
Serial Number:	85226747	CHASERTV
Serial Number:	78492189	SNOWEXPRESS
Serial Number:	77540605	NOTUS

TRADEMARK

Serial Number:	77489944	IMAPWEATHER
Serial Number:	77489923	IMAP WEATHER
Serial Number:	77439076	IMAP
Serial Number:	77193541	CLEARPOINT HIGH DEFINITION WEATHER
Serial Number:	77119507	CLEARPOINT

CORRESPONDENCE DATA

Fax Number: 2067577700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 206-757-8536

Email: rosannechow@dwt.com

Correspondent Name: ROSANNE CHOW

Address Line 1: 1201 THIRD AVENUE, SUITE 2200

Address Line 2: DAVIS WRIGHT TREMAINE LLP

Address Line 4: SEATTLE, WASHINGTON 98101-3045

ATTORNEY DOCKET NUMBER:	25936-1865
NAME OF SUBMITTER:	ROSANNE CHOW
Signature:	/Rosanne Chow/
Date:	12/04/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 18, 2013, and between MICROSOFT CORPORATION, as Collateral Agent for certain lenders ("Agent") and WEATHER DECISION TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Microsoft Corporation and Insurance Services Office, Inc. (each, a "Lender" and collectively, the "Lenders") have agreed to purchase certain promissory notes (the "Notes") from Weather Decisions, Inc. ("WDI") as set forth in that certain Note Purchase Agreement by and between Lenders and WDI dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Note Purchase Agreement"). Agent has been appointed pursuant to the Note Purchase Agreement to act as agent for Lenders.

B. Pursuant to the terms of a Security Agreement of even date herewith (the "Security Agreement"), Grantor has granted to Agent 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.

C. Capitalized terms used but not defined herein have the meanings given in the Security Agreement.

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 Note Purchase Agreement, the Notes, the Security Agreement and all other agreements now existing or hereafter arising between Grantor and Lenders or Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement, the Notes, the Security Agreement and under any other agreement now existing or hereafter arising between Grantor and Lenders or Agent, Grantor grants and pledges to Agent 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 Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Agent or Lenders, 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.

[Signature Page Follows]

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:

201 David L. Boren Blvd.
Norman, OK 73072

Attn: D. Kirk Whitener -
Chief Financial Officer

WEATHER DECISION TECHNOLOGIES, INC.

By: _____
Michael D. Eilts, President and
Chief Executive Officer

AGENT:

Address of Agent:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052

MICROSOFT CORPORATION

By:  _____
Keith Dolliver, Assistant Secretary

Attn: Garrett Krueger – Senior Attorney

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005167 FRAME: 0658

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:

201 David L. Boren Blvd.
Norman, OK 73072

Attn: D. Kirk Whitener -
Chief Financial Officer

WEATHER DECISION TECHNOLOGIES, INC.

By: Michael D. Eilts

Michael D. Eilts, President and
Chief Executive Officer

AGENT:

Address of Agent:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052

Attn: Garrett Krueger - Senior Attorney

MICROSOFT CORPORATION

By: _____

Keith Dolliver, Assistant Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005167 FRAME: 0659

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None registered		

Exhibit A

TRADEMARK
REEL: 005167 FRAME: 0660

EXHIBIT B

PATENTS

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Integrated weather display and travel and navigation decision system	7898438	3/1/11
Multimedia alerting	8519860	8/27/13
Multimedia alerting	13082236	4/7/11
Method and apparatus for advanced prediction of changes in a global weather forecast	10455269	6/4/03

Exhibit B

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
HAILMAP	85562539	3/7/12
WEATHERDROPS	85394267	8/10/11
POLARIS	85405088	8/23/11
RADARSCOPE	85273023	3/22/11
WEATHER DECISION TECHNOLOGIES	85247344	2/21/11
WEATHER AS A SERVICE	85213768	1/10/11
WAAS	85213762	1/10/11
SMART CACHING	85118911	8/30/10
WDT	85247572	2/21/11
WDT	85247356	2/21/11
Design	85227876	1/27/11
CHASERTV	85226747	1/26/11
SnowExpress	78492189	9/30/04
NOTUS	77540605	8/6/08
IMAP WEATHER	77489944	6/3/08
IMAP WEATHER	77489923	6/3/08
IMAP	77439076	4/3/08
CLEARPOINT HIGH DEFINITION WEATHER	77193541	5/30/07
CLEARPOINT	77119507	3/1/07

Exhibit C