

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TERRAGO TECHNOLOGIES, INC.		04/22/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	national bank: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4117252	GEOXRAY
Registration Number:	4005614	TERRAGO MOBILE
Registration Number:	4005613	TERRAGO TOOLBAR
Registration Number:	4005612	TERRAGO COMPOSER
Registration Number:	4005611	TERRAGO PUBLISHER
Registration Number:	3192189	TERRAGO
Registration Number:	3095728	GEOPDF
Registration Number:	3470821	GEOSEMBLE
Serial Number:	86133933	TERRAGO EDGE
Serial Number:	85198756	TERRAGO 3D COMPOSER

CORRESPONDENCE DATA

Fax Number: 4088524475

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

Phone: 4088417195

Email: dsanchezbentz@vlpawgroup.com

Correspondent Name: DIANA SANCHEZ BENTZ, LEGAL SPECIALIST

Address Line 1: VLP LAW GROUP LLP

Address Line 2: 235 VICTORIA DR.

TRADEMARK

Address Line 4:	GILROY, CALIFORNIA 95020
ATTORNEY DOCKET NUMBER:	BB-TERRAGO (TMS)
NAME OF SUBMITTER:	Diana Sanchez Bentz
SIGNATURE:	/dsb1068/
DATE SIGNED:	04/23/2014
Total Attachments: 5 source=(BB-TerraGo) IPSA_04-22-2014 (as filed)#page1.tif source=(BB-TerraGo) IPSA_04-22-2014 (as filed)#page2.tif source=(BB-TerraGo) IPSA_04-22-2014 (as filed)#page3.tif source=(BB-TerraGo) IPSA_04-22-2014 (as filed)#page4.tif source=(BB-TerraGo) IPSA_04-22-2014 (as filed)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 22, 2014, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and TERRAGO TECHNOLOGIES, INC. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of April 22, 2014 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

TERRAGO TECHNOLOGIES, INC.

X By: *David Stokely*
Name: David Stokely
Title: CFO

Address for Notices:

Attn:
1600 Parkwood Circle SE, Suite 300
Atlanta, GA 30339
Fax:

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: *Elin P. Orsinger*
Name: Elin P. Orsinger
Title: Vice President

Address for Notices:

Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing/ Registration Date:
TERRAGO EDGE	86133933			12/03/2013
TERRAGO 3D COMPOSER	85198756			12/15/2010
GEOXRAY	85249325	4117252		03/27/2012
TERRAGO MOBILE	85198772	4005614		08/02/2011
TERRAGO TOOLBAR	85198761	4005613		08/02/2011
TERRAGO COMPOSER	85198751	4005612		08/02/2011
TERRAGO PUBLISHER	85198745	4005611		08/02/2011
TERRAGO	78716071	3192189		01/02/2007
GEOPDF	78655318	3095728		05/23/2006
GEOSEMBLE	77261599	3470821		07/22/2008

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
PRECISELY LOCATING FEATURES ON GEOSPATIAL IMAGERY	8,675,995	12/501,242	Issued 20110123066	03/18/2014
SYSTEMS AND METHODS FOR LINKING CONTENT TO INDIVIDUAL IMAGE FEATURES	8,670,617	12/152,546	Issued 20090285487	03/11/2014
DYNAMICALLY LINKING RELEVANT DOCUMENTS TO REGIONS OF INTEREST	8,635,228	12/619,554	Issued 20110119265	01/21/2014
METHODS AND SYSTEMS FOR ENCODING GEOGRAPHIC COORDINATES AND FEATURES IN A PORTABLE DOCUMENT FORMAT FILE (assigned to SVB)	7,562,289	10/871,964	Issued 20050034062	07/14/2009
PROCESSING TIME-BASED GEOSPATIAL DATA		12/965,725	Published 20110142347	06/16/2011

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RECORDED: 04/23/2014

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