

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL REASONING SYSTEMS, INC.		05/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4229267	DIGITAL REASONING	
Registration Number:	4221540	SYNTHESSYS CLOUD	
Registration Number:	4031313	DIGITAL REASONING SYSTEMS	
Registration Number:	4019117	SYNTHESSYS	
Registration Number:	3486963	SYNTHESSYS	
Registration Number:	3767962	BUZZWUZ	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<i>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.</i>			
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 Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB-DIGITAL REAS (TMS)		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb 1068/		

OP \$165.00 4229267

DATE SIGNED:	05/18/2014
---------------------	------------

Total Attachments: 9

- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page1.tif
- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page2.tif
- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page3.tif
- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page4.tif
- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page5.tif
- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page6.tif
- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page7.tif
- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page8.tif
- source=SVB_Digital Reasoning_IPSA_05-15-2014 (as filed)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and DIGITAL REASONING SYSTEMS, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 the Effective Date (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, Patents, and Mask Works (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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:

(a) 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”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) 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;

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

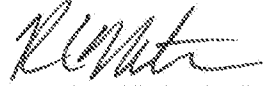
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction).

[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:

DIGITAL REASONING SYSTEMS, INC.



By: ROBERT L METZGER

Title: PRESIDENT

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

DIGITAL REASONING SYSTEMS, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

Karen Sperling
By: *Karen Sperling*
Title: *VP*

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Synthesys (electronic file)	TXu001798699	02-28-2012

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
KNOWLEDGE DISCOVERY AGENT SYSTEM AND METHOD	7249117	07/24/2007
	20060112029	05/25/2006
	10443653	05/21/2003
SYSTEM AND METHOD FOR COREFERENCE RESOLUTION	8457950	06/04/2013
	13666722	11/01/2012
KNOWLEDGE DISCOVERY AGENT SYSTEM AND METHOD	7882055	02/01/2011
	11781419	07/23/2007
KNOWLEDGE DISCOVERY AGENT SYSTEM AND METHOD	8015143	09/06/2011
	11538427	10/03/2006
KNOWLEDGE DISCOVERY AGENT SYSTEM AND METHOD	8352388	01/08/2013
	13225546	09/05/2011
KNOWLEDGE DISCOVERY AGENT SYSTEM AND METHOD	13735503	
AMBIENT SOFTWARE INTEGRATION SYSTEM	12100710	
SYSTEM AND METHOD FOR MACHINE LEARNING MANAGEMENT	13666714	11/01/2012
LEXICON BASED MACHINE LEARNING	13731995	12/31/2012
SEMANTIC HASHING IN ENTITY RESOLUTION	13732061	12/31/2012
RELATIONSHIP EXTRACTION IN TEXT	61746277	12/27/2012
DOCUMENT PREPROCESSING	61746267	12/27/2012
SYSTEMS AND METHODS FOR CLASSIFICATION OF DOCUMENT REGIONS	61841091	06/28/2013
SYSTEMS AND METHODS FOR SELECTIVE FEATURE ACTIVATION	61841082	06/28/2013
SYSTEMS AND METHODS FOR DATA REASONING, RETRIEVING, REFINING, RESOLVING, REASONING, AND RESONANCE	61841071	06/28/2013
SYSTEMS AND METHODS FOR NATURAL LANGUAGE PROCESSING WITH PROPERTY GRAPHS	61841054	06/28/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DIGITAL REASONING	4229267	10/23/2012
SYNTHESYS CLOUD	4221540	10/09/2012
DIGITAL REASONING SYSTEMS	4031313	09/27/2011
SYNTHESYS	4019117	08/30/2011
SYNTHESYS	3486963	08/19/2008
BUZZWUZ	3767962	03/30/2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE