

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Numera, Inc.		05/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital, LP		
Street Address:	2 Wisconsin Circle		
Internal Address:	Suite 700		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85319279	NUMERA	
CORRESPONDENCE DATA			
Fax Number:	3104717990		
<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:	310-471-3000		
Email:	rsilva@lsl-la.com		
Correspondent Name:	Levy, Small & Lallas		
Address Line 1:	C/O Rebecca Silva		
Address Line 2:	815 Moraga Drive		
Address Line 4:	los angeles, CALIFORNIA 90049		
ATTORNEY DOCKET NUMBER:	2234.5071		
NAME OF SUBMITTER:	rebecca silva		
SIGNATURE:	/rebecca silva/		
DATE SIGNED:	06/03/2014		
Total Attachments: 5			
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TRADEMARK			

OP \$40.00 85319279

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **May 27, 2014** by and between **Multiplier Capital, LP** ("Multiplier") and **Numera, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

- A. Multiplier and Grantor (and its affiliates) are parties to that certain Loan and Security Agreement dated May 27, 2014 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)
- B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright

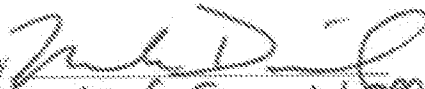
Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

Numera, Inc.

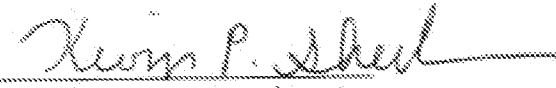
1511 3rd Ave, Suite 808
Seattle, Washington 98101

By 
Title Chief Financial Officer

Address of Multiplier:

Multiplier Capital, LP

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

By 
Title Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Numera	85319279	May 12, 2011

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Patent	6,356,940 B1	Mar 12, 2002
US Patent	8,558,666 B2	Oct 15, 2013
US Patent	8,560,267 B2	Oct 15, 2013
US Patent (Expired)	5,549,117	Aug 27, 1996
US Patent (Expired)	5,626,144	May 6, 1997
US Patent	5,704,366	Jan 6, 1998
US Patent (Expired)	5,732,709	Mar 31, 1998
US Patent	6,266,645 B1	July 24, 2001
US Patent	7,375,647 B2	May 20, 2008
US Patent Application	2012/0322430 A1	Dec 20, 2012
US Patent Application	13/237,872	Sept 20, 2011
US Patent Application	13/237,857	Sept 20, 2011
US Patent Application	14/062,688	Oct 24, 2013
US Patent Application	13/253,000	Oct 4, 2011
US Patent Application	13/439,713	April 4, 2012
US Patent Application	13/204,658	Aug 6, 2011
US Patent Application	12/191,108	Sept 27, 2010
US Patent Application	13/975,170	Aug 23, 2013
US Patent Application	13/607,548	Sept 7, 2012
US Patent Application	12/891,108	Aug 24, 2013

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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