

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316504

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	U.S. TRADEMARK SECURITY AGREEMENT (FOR NON-U.S. GRANTORS)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONVERSANT INTELLECTUAL PROPERTY MANAGEMENT INC.		06/11/2014	CORPORATION: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	CPPIB CREDIT INVESTMENTS INC., AS LENDER
<b>Street Address:</b>	QUEEN STREET EAST, SUITE 2500
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5C 2W5
<b>Entity Type:</b>	CORPORATION: CANADA
<b>Name:</b>	ROYAL BANK OF CANADA, AS LENDER
<b>Street Address:</b>	20 KING STREET WEST, 4TH FLOOR
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	CHARTERED BANK: CANADA

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	4507975	CONVERSANT
<b>Registration Number:</b>	3602528	MOSAID
<b>Registration Number:</b>	1965347	MOSAID
<b>Serial Number:</b>	86119021	CONVERSANT
<b>Serial Number:</b>	86004618	CONVERSANT
<b>Serial Number:</b>	86156719	CONVERSANT

## CORRESPONDENCE DATA

Fax Number: 7147558290

*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.*

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM &amp; WATKINS LLP

TRADEMARK

**Address Line 1:** 650 TOWN CENTER DRIVE, 20TH FLOOR  
**Address Line 4:** COSTA MESA, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 046660-0056

**NAME OF SUBMITTER:** KRISTIN J AZCONA

**SIGNATURE:** /KJA/

**DATE SIGNED:** 09/09/2014

**Total Attachments: 8**

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**U.S. Trademark Security Agreement (For Non-U.S. Grantors)**

This U.S. TRADEMARK SECURITY AGREEMENT (FOR NON-U.S. GRANTORS) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated June 11, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of CPPIB Credit Investments Inc. ("CPPIB") and Royal Bank of Canada (together with CPPIB, the "Lenders"). Terms defined in the U.S. IP Security Agreement (as defined below) and not otherwise defined herein shall have the meanings given to such terms (whether directly or by reference to another agreement or document) in the U.S. IP Security Agreement.

WHEREAS, MTI Luxco S.á.r.l., 7577800 Canada Inc. and Conversant Intellectual Property Management Inc. have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with CPPIB, Royal Bank of Canada ("Royal Bank") and the other lenders from time to time party thereto;

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain U.S. Intellectual Property Security Agreement (For Non-U.S. Grantors) dated as of the date hereof made by the Grantors to the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "U.S. IP Security Agreement"); and

WHEREAS, under the terms of the U.S. IP Security Agreement, as security for the timely payment or performance, as the case may be, in full of the Secured Obligations, each Grantor has granted to the Lenders and their successors and permitted assigns, a security interest in all of such Grantor's right, title and interest in, to and under, among other property, certain intellectual property of such Grantor, in each case, whether now existing or owned or hereafter arising or acquired, and wherever located, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the timely payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Lenders and their successors and permitted assigns a security interest in all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (excluding any Excluded Property, provided that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date thereof to constitute Collateral): all Trademarks of such Grantor listed on Schedule A attached hereto ("Trademark Collateral").

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or an electronic transmission of a .pdf copy or an executed counterpart of this Trademark Security Agreement shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the U.S. IP Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral (including the Trademark Collateral) are more fully set forth in the U.S. IP Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of an irreconcilable conflict between the terms of this Trademark Security Agreement and the U.S. IP Security Agreement, the U.S. IP Security Agreement shall control.

SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[signature page follows]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CONVERSANT INTELLECTUAL  
PROPERTY MANAGEMENT INC.**

By: \_\_\_\_\_

Name: Jason Burke

Title: Senior Vice President and  
Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
REEL: 005359 FRAME: 0694**

ROYAL BANK OF CANADA, as a Lender

By: Brad W. Clarkson

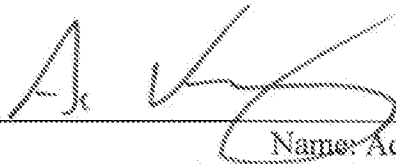
Name: Brad Clarkson

Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005359 FRAME: 0695**

**CPIIB CREDIT INVESTMENTS INC., as a  
Lender**

By:  \_\_\_\_\_  
Name: Adam Vigna  
Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
REEL: 005359 FRAME: 0696**

Schedule A  
TRADEMARKS

*[Schedule pages follow]*



Reference #	Mark	Country	Application #	File date	Registration Date	Registration #	Goods Description	Status	Owner
19-0002-US	CO Diamond Logo	UNITED STATES	86/004,631	07/08/2013	N/A	N/A	45 - Intellectual property licensing; patent licensing; patent management services.	PENDING	Conversant Intellectual Property Management, Inc.
19-0002-US	CO Diamond Logo	UNITED STATES	86/156,721	01/03/2014	N/A	N/A	35 - Commercial administration of intellectual property licensing programs; Procuring of contracts for the purchase and sale of intellectual property; Business management services, namely, patent portfolio acquisition, divestiture, development, evaluation, marketing, and commercialization strategies. 36 - Brokerage of intellectual property; Brokerage services, namely, acquisition and divestiture of patents and intellectual property; Intellectual property investment services 45 - Intellectual property licensing; Patent licensing; Patent management services.	PENDING	Conversant Intellectual Property Management, Inc.
17-0002-US	CONVERSANT	UNITED STATES	85/035,350	05/17/2013	4/1/2014	4,507,975	45 - Intellectual property licensing; patent licensing; patent management services	REGISTERED	Conversant Intellectual Property Management, Inc.
17-0003-US	CONVERSANT	UNITED STATES	86/119,021	11/14/2013	N/A	N/A	35 - Commercial administration of intellectual property licensing programs; Procuring of contracts for the purchase and sale of intellectual property; Business management services, namely, patent portfolio acquisition, divestiture, development, evaluation, marketing, and commercialization strategies 36 - Brokerage of intellectual property; Brokerage services, namely, acquisition and divestiture of patents and intellectual property; Intellectual property investment services 42 - Technical research and development in the area of semiconductor memory technology; Technical research and development in the area of flash memory technology; Technical research and development in the area of storage systems and sub-systems for digital data; Design services in the field of storage systems and sub-systems for digital data; Design services in the field of semiconductor memory applications; Development of technologies for the fabrication of circuits for storage systems and sub-systems; Development of technologies for the fabrication of circuits for memory applications; Design services in the field of semiconductor memory technology; Consulting services in the field of storage systems and sub-systems for digital data; Consulting services in the field of semi-conductor memory applications	PENDING	Conversant Intellectual Property Management, Inc.
18-0002-US	CONVERSANT and design	UNITED STATES	86/004,618	07/08/2013	N/A	N/A	45 - Intellectual property licensing; patent licensing; patent management services.	PENDING	Conversant Intellectual Property Management, Inc.
18-0002-US	CONVERSANT and design	UNITED STATES	86/156,719	01/07/2014	N/A	N/A	35 - Commercial administration of intellectual property licensing programs; Procuring of contracts for the purchase and sale of intellectual property; Business management services, namely, patent portfolio acquisition, divestiture, development, evaluation, marketing, and commercialization strategies 36 - Brokerage of intellectual property; Brokerage services, namely, acquisition and divestiture of patents and intellectual property; Intellectual property investment services. 42 - Technical research and development in the area of semiconductor memory technology; Technical research and development in the area of flash memory technology; Technical research and development in the area of storage systems and sub-systems for digital data; Design services in the field of storage systems and sub-systems for digital data; Design services in the field of semiconductor memory applications; Development of technologies for the fabrication of circuits for storage systems and sub-systems; Development of technologies for the fabrication of circuits for memory applications; Design services in the field of semiconductor memory technology; Consulting services in the field of storage systems and sub-systems for digital data; Consulting services in the field of semi-conductor memory applications.	PENDING	Conversant Intellectual Property Management, Inc.
16-0004-US	CORE WIRELESS & DESIGN	UNITED STATES	85/590,455	03/30/2012	N/A	N/A	45 - Licensing of intellectual property rights, namely licensing of intellectual property rights in the field of wireless communications products, systems and networks; patent management services, namely patent management services in relation to patent rights in the field of wireless communications products, systems and networks	ALLOWED	Core Wireless Licensing S.a.r.l.
16-0003-US	CORE WIRELESS LICENSING	UNITED STATES	85/590,411	03/30/2012	N/A	N/A	45 - Licensing of intellectual property rights, namely licensing of intellectual property rights in the field of wireless communications products, systems and networks; patent management services, namely patent management services in relation to patent rights in the field of wireless communications products, systems and networks	ALLOWED	Core Wireless Licensing S.a.r.l.
15-0002-US	HUNAND	UNITED STATES	77/171,707	10/22/2007	N/A	N/A	09 - Semi-conductors; semi-conductor memory devices; semi-conductor memory controllers and semi-conductor memory subsystems;	PENDING	Conversant Intellectual Property Management, Inc.
15-0010-US	HUNAND	UNITED STATES	86/117,916	11/13/2013	N/A	N/A	09 - Semi-conductors, namely, electronic circuit cards and cartridges, integrated circuits; Semi-conductor memory devices, namely, flash memory and flash memory cards, cartridges, drives, adapters, converters, controllers, players, readers, storage modules, flash memory design prototypes; Semi-conductor memory controllers; Semi-conductor memory subsystems, namely, memory storage sub-systems, computer hardware and software for supporting, controlling and operating semi-conductor memory sub-systems; Software featuring memory designs for integrated circuits; Software featuring memory designs for integrated circuits, namely, semiconductor designs; Memory designs; Flash memory designs; Memory controller designs; Memory subsystem designs; Memory circuit designs, namely, integrated circuit memory and memory controller layouts recorded on computer media; Semi-conductors, namely, memory design prototypes; Memory controller design prototypes; Memory subsystem design prototypes 042 - Design services in the field of integrated circuit design and integrated circuit engineering; Consulting services in the field of semi-conductor memory applications	PENDING	Conversant Intellectual Property Management, Inc.

20-0002-US	HLSBD	UNITED STATES	86/176,179	01/27/2014	N/A	N/A	09 - Storage media; solid state storage devices; solid state drives; solid state drive designs; semi-conductors; semi-conductors, namely, electronic circuit cards and cartridges, integrated circuits and semi-conductor design prototypes; semi-conductor memory devices, namely, flash memory and flash memory cards, cartridges, drives, adapters, converters, controllers, players, readers, storage modules, flash memory design prototypes; semi-conductor memory controllers; semi-conductor memory subsystems, namely, memory storage sub-systems, computer hardware and software for supporting, controlling and operating semi-conductor memory sub-systems; software featuring memory designs for integrated circuits; software featuring memory designs for integrated circuits, namely, semiconductor designs; memory designs; flash memory designs; memory controller designs; memory subsystem designs; memory circuit designs, namely, integrated circuit memory and memory controller layouts recorded on computer media; semi-conductors, namely, memory design prototypes; memory controller design prototypes; memory subsystem design prototypes. 042 - Design services in the field of integrated circuit design and integrated circuit engineering; consulting services in the field of semi-conductor memory applications.	PENDING	Conversant Intellectual Property Management, Inc.
01-0003-US	MCSAID	UNITED STATES	78/840,995	03/20/2006	4/7/2009	3,602,528	009 - Computers; computer hardware; computer software, namely, applications for hardware and software data networking, namely, software for semi-conductor testing; applications for telecommunications, namely, software for semi-conductor testing; semi-conductor memory applications, namely, software for semi-conductor testing; computer peripherals, semi-conductors, and integrated circuits 042 - Design services for others in the field of integrated circuit design and integrated circuit engineering; consulting services in the field of hardware and software data networking, telecommunications and semi-conductor memory applications	REGISTERED	Conversant Intellectual Property Management, Inc.
01-0002-US	MCSAID	UNITED STATES	74/641,351	03/02/1995	4/2/1996	1,965,347	09 - integrated circuit memory testers and computer software for use with integrated circuit memory testers 042 - semiconductor chip design and semiconductor chip engineering services	REGISTERED	Conversant Intellectual Property Management, Inc.