

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORRELSense LTD.		08/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85936440	CORRELSense	
Serial Number:	85339833	SHAREPATH	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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) 284-6133		
Email:	jsbrown@mwe.com		
Correspondent Name:	GARY B. ROSENBAUM		
Address Line 1:	MCDERMOTT WILL & EMERY LLP		
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	082853-0010		
NAME OF SUBMITTER:	GARY B. ROSENBAUM		
SIGNATURE:	/Gary B. Rosenbaum/		
DATE SIGNED:	09/17/2014		
Total Attachments: 10			
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of August 14, 2014 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and CORRELSense LTD.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is CORRELSense LTD. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and CORRELSense LTD.

We have entered into a Plain English Growth Capital Loan and Security Agreement with CORRELSense, INC., a Delaware corporation ("US Sub") dated as of June 30, 2014 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). You are the parent company of US Sub and have guaranteed all of the obligations of US Sub under the Loan Agreement secured by a security interest in substantially all of Your assets, pursuant to a Continuing Guaranty dated as of July 1, 2014, and a Fixed Charge Debenture and Floating Charge Debenture dated August 14, 2014 (collectively the "Guaranty"), in favor of Us. Pursuant to the Guaranty, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement, the Guaranty and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds (as defined in the Loan Agreement) payable under or in connection with the aforesaid Intellectual Property Collateral.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. **GUARANTY**

This security interest is granted to secure the Secured Obligations as that term is defined in the Guaranty. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Guaranty.

3. **OUR RIGHT TO SUE**

From and after an Event of Default, subject to the terms of the Guaranty, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. **FURTHER ASSURANCES**

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority (in accordance with the Loan Agreement) to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. **MODIFICATION**

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. **BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, Guaranty and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Us, of any or all other rights, powers or remedies.

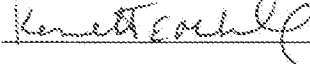
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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 to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: **CORRELSense LTD.**
Signature: 
Print Name: Ken Marshall
Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between CorrelSense Ltd., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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See attached report

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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Docket Number	Title	Status	Jurisdiction	Application Number	Application Date	Parent Number	Grant Date	Next Actions and Estimated Costs for 2014
5134/1.3	A Method and Apparatus for Event Diagnosis in a Computerized System	Granted	Israel (National phase of PCT/IL2007/000089)	197644	24/01/2007	197644	31/08/2013	Next renewal due - 24/01/2017
5134/4.3	Apparatus and Method for Tracking Transaction Related Data	Pending	US (National phase of PCT/IL2007/001062)	12/293,281	27/08/2007			Final Office Action due 6.7.2014 (along with 1 month extension - draft response will be provided to you shortly)
5134/4.4	Apparatus and Method for Tracking Transaction Related Data	Granted	IL (National phase of PCT/IL2007/001062)	194630	27/08/2007	194630	01/11/2013	Next renewal due - 27/08/2017
5134/4.5	Apparatus and Method for Tracking Transaction Related Data	Allowed	EP (National phase of PCT/IL2007/001062)	780522.5	27/08/2007			Validations due 27.8.2014 - your instructions are required. Renewal due 27.8.2014
5134/7.2.1	Apparatus and Method for Tracking Requests in a Multi Threaded Multi Tier Computerized Environment	Pending	US (National phase of PCT/IL2008/000439)	12/934,657	30/03/2008			Final Office Action due 6.7.2014
5134/7.2.2	Apparatus and Method for Tracking Requests in a Multi Threaded Multi Tier Computerized Environment	Pending	CA (National phase of PCT/IL2008/000439)	2,720,026	30/03/2008			Awaiting 1st Office Action; Next renewal due 30.3.2015
5134/7.2.3	Apparatus and Method for Tracking Requests in a Multi Threaded Multi Tier	Pending	EP (National phase of PCT/IL2008/000439)	8738151.3	30/03/2008			Awaiting further Office Action; Renewal due 30.3.2015
5134/7.2.4	Apparatus and Method for Tracking Requests in a Multi Threaded Multi Tier Computerized Environment	Pending	IL (National phase of PCT/IL2008/000439)	208418	30/03/2008			Office Action due 9.9.2014 - your instructions are required.
5134/7.2.5	Apparatus and Method for Tracking Requests in a Multi Threaded Multi Tier Computerized Environment	Pending	IN (National phase of PCT/IL2008/000439)	2034/MUM/NP/2010	30/03/2008			Awaiting 1st Office Action

Docket Number	Title	Status	Jurisdiction	Application Number	Application Date	Parent Number	Grant Date	Next Actions and Estimated Costs for 2014
5134/9.2.6	Apparatus and Method for Tracking Requests in a Multi-Threaded Multi-Tier Computerized Environment	Granted	CN (National phase of PCT/IL2011/030628)	200880128473.2	30/03/2008	CN 101983366 B	12/02/2014	Next renewal due 30.3.2015
5134/9.2.1	A Method and Apparatus for Assembling Elements of Data Transactions	Pending	IL (National phase of PCT/IL2011/030628)	230579	03/08/2011			Filed; Awaiting 1st Office Action
5134/9.2.2	A Method and Apparatus for Assembling Elements of Data Transactions	Pending	US (National phase of PCT/IL2011/030628)	14234392	03/08/2011			Filed; Awaiting 1st Office Action
5134/9.2.3	A Method and Apparatus for Assembling Elements of Data Transactions	Pending	EP (National phase of PCT/IL2011/030628)	11870177	03/08/2011			Filing Amendments (or pay extra claim fee) due 3.10.2014; Request for examination & Designation fee payment due 3.10.2014; Next renewal due 3.8.2014; Filing corresponding application in Hong Kong due 3.10.2014
5134/9.2.4	A Method and Apparatus for Assembling Elements of Data Transactions	Pending	CA (National phase of PCT/IL2011/030628)	2,842,563	03/08/2011			Request for examination due 3.8.2016; Next renewal due 3.8.2014

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between CorrelSense Ltd., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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See attached report

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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See attached report

Trademark Report with Logo by TM Name, Jurisdiction

Trademark Name: CORRELSENSE

Logo / Image	Trademark Name	Jurisdiction	Int'l Classes	App. Date	Reg. Date	Next Renewal Date
		<i>DocketNumber</i>	<i>Reg. Owner</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>
	CORRELSENSE	European Tradem. & Design Office (EUIP)	42 - 9	21/05/2013	15/10/2013	21/05/2023
		5134/13_ZEM	CORRELSENSE LTD.	011829579	011829579	Registered
	CORRELSENSE	United States of America	9	29/05/2013		
		5134/13_US	CORRELSENSE LTD.	55/036,440		Pending

Trademark Name: SharePath

Logo / Image	Trademark Name	Jurisdiction	Int'l Classes	App. Date	Reg. Date	Next Renewal Date
		<i>DocketNumber</i>	<i>Reg. Owner</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>
	SharePath	European Tradem. & Design Office (EUIP)	42 - 9	09/11/2011	08/02/2013	09/11/2021
		5134/13_ZEM	CORRELSENSE LTD.	010404561	010404561	Registered
	SharePath	Israel	42	09/10/2007	10/05/2009	09/10/2017
		5134/13_IL	CORRELSENSE LTD.	204493	204493	Registered
	SharePath	Switzerland	42 - 9	11/11/2011	07/02/2012	11/11/2021
		5134/13_ICH	CORRELSENSE LTD.	62893/2011	625805	Registered
	SharePath	United States of America	9	07/08/2011	11/01/2012	11/01/2022
		5134/13_US	CORRELSENSE LTD.	05/038,833	4,687,441	Registered

Trademark Name: SLACK

Logo / Image	Trademark Name	Jurisdiction	Int'l Classes	App. Date	Reg. Date	Next Renewal Date
		<i>DocketNumber</i>	<i>Reg. Owner</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>
	SLACK	Israel	42	28/05/2007	12/03/2009	28/05/2017
		5134/14_IL	CORRELSENSE LTD.	210234	200739	Registered

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between CorrelSense Ltd., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		