

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORKIVA LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
WORKIVA INTERNATIONAL LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	380 INTERLOCKEN CRESCENT, SUITE 600
City:	BROOMFIELD
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4153722	NO MORE PENCILS DOWN
Registration Number:	3849894	
Registration Number:	4442566	W
Registration Number:	4582845	WDESK
Registration Number:	3826687	WEBFILINGS
Registration Number:	3915279	WEBFILINGS
Serial Number:	86322065	WDESK
Serial Number:	85956531	WEBFILINGS
Serial Number:	86309129	WORKIVA
Serial Number:	86309150	WORKIVA
Serial Number:	86040003	ADAPTIVE DATA CLOUD
Serial Number:	86030964	BUSINESS REPORTING IN REAL TIME
Serial Number:	86322060	WDATA
Serial Number:	86322068	WDATA

CORRESPONDENCE DATA

Fax Number: 8004947512

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

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Brandie Sullivan
Address Line 1: 1025 Vermont Ave. NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F152222

NAME OF SUBMITTER: Monica C Courtade

SIGNATURE: /Monica C Courtade/

DATE SIGNED: 10/17/2014

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of October 16, 2014, effective as of September 30, 2014, by and between (i) SILICON VALLEY BANK ("Bank") and (ii) WORKIVA LLC, a Delaware limited liability company, and WORKIVA INTERNATIONAL LLC, a Delaware limited liability company (each and together, jointly and severally, "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 as of the date hereof (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.

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.

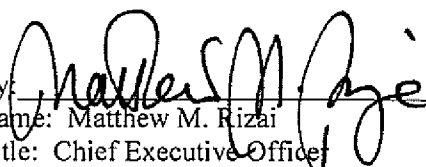
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[Signature page follows]

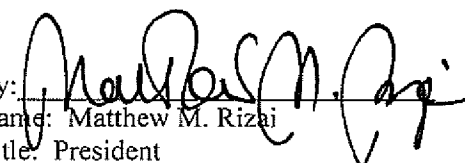
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WORKIVA LLC

By: 
Name: Matthew M. Rizai
Title: Chief Executive Officer

WORKIVA INTERNATIONAL LLC

By: 
Name: Matthew M. Rizai
Title: President

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents






Owner	Workiva Ref/ DBR Ref.	Country	Title	Inventors	Application No./ Filing Date	Patent Number/ Issue Date
Workiva LLC	P4054US	US	Systems and Methods for Navigating to Errors in an XBRL Document Using Metadata	David Haila Jason Jones Jeffrey Hilleman	13/829,442 03/14/2013	8,739,025 05/27/2014
Workiva LLC	P4054CON	US	Systems and Methods for Navigating to Errors in an XBRL Document Using Metadata	David Haila Jason Jones Jeffrey Hilleman	14/286,634 05/23/2014	
Workiva LLC	P4064US	US	Systems and Methods for Automated Taxonomy Migration in an XBRL Document	David Haila	13/834,846 03/15/2013	8,825,614 09/02/2014
Workiva LLC	P4064CON	US	Systems and Methods for Automated Taxonomy Migration in an XBRL Document	David Haila	14/469,286 08/26/2014	
Workiva LLC	P4064CIP	US	Systems and Methods for Automated Taxonomy Concept Replacement in an XBRL Document	Bradley Benjamin Susan Yount David Haila	14/473,391 08/29/2014	
Workiva LLC	BL3 P4125US	US	System and Method for Performing Distributed Asynchronous Calculations in a Networked Environment	Robert Kluin Beau Lyddon	13/780,725 02/28/2013	8,856,234 10/07/2014
Workiva LLC	BL3 P4125CON	US	System and Method for Performing Distributed Asynchronous Calculations in a Networked Environment	Robert Kluin Beau Lyddon	(continuation of 13/780,725)	
Workiva LLC	BL3 P4125CON2	US	System and Method for Performing Distributed Asynchronous Calculations in a Networked Environment	Robert Kluin Beau Lyddon	(continuation of 13/780,725)	
Webfilings LLC	BL3 P4125PCT	PCT	System and Method for Performing Distributed Asynchronous Calculations in a Networked Environment	Robert Kluin Beau Lyddon	US2014/019473 02/28/2014	
Workiva LLC	XB09A P4160US	US	Systems and Methods for Generating Filing Documents in a Visual Presentation Context with XBRL Barcode Authentication	Dean Ritz	13/768,655 02/15/2013	8,601,367 12/03/2013
Workiva	XB15	US	Document Server and Client	Shane Sizer	13/779,023	8,504,827







Owner	Workiva Ref/ DBR Ref.	Country	Title	Inventors	Application No./ Filing Date	Patent Number/ Issue Date
LLC	P4165US		Device Document Viewer and Editor	Graham Cumming Bert Lutzenberger Gary Orser Benjamin Echols Jeffrey Trom	02/27/2013	08/06/2013
Workiva LLC	XB15 P4165CON	US	Document Server and Client Device Document Viewer and Editor	Shane Sizer Graham Cumming Bert Lutzenberger Gary Orser Benjamin Echols Jeffrey Trom	13/945,655 07/18/2013	
Webfilings LLC	XB15 P4165PCT	PCT	Document Server and Client Device Document Viewer and Editor	Shane Sizer Graham Cumming Bert Lutzenberger Gary Orser Benjamin Echols Jeffrey Trom	US2013/054198 08/08/2013	
Workiva LLC	P4303US	US	System and Method for Comparing Objects in Document Revisions and Displaying Comparison Objects	John Bonk Ryan Oskvarek Scott Bacon Chris Lo Coco Jeff Lutzenberger	14/285,341 05/22/2014	
	P4303PCT	PCT	System and Method for Comparing Objects in Document Revisions and Displaying Comparison Objects	John Bonk Ryan Oskvarek Scott Bacon Chris Lo Coco Jeff Lutzenberger	PCT/US14/58473 09/30/2014	
Workiva LLC	P4345US	US	Method and System for Generating and Utilizing Persistent Electronic Tick Marks	Joseph Howell Jerome Behar Anna Kwok	12/614,217 11/06/2009	8,375,291 02/12/2013
Workiva LLC	P4345CON	US	Method and System for Generating and Utilizing Persistent Electronic Tick Marks	Joseph Howell Jerome Behar Anna Kwok	13/748,971 01/24/2013	
Workiva LLC	P4374PRO	US	Method and Apparatus for Selective Visual Formatting of an Electronic Document	Joel Marks Winston Chappell Edward Ly Edward Cupps Alan Streit John Ryan	61/924,948 01/08/2014	
Workiva LLC	P4374US	US	Method and Apparatus for Selective Visual Formatting of an Electronic Document	Joel Marks Winston Chappell Edward Ly Edward Cupps Alan Streit John Ryan	14/451,173 08/04/2014	
Workiva	P4449US	US	Method and Computing Device	Stephen M. Siegel	14/305,172	

Owner	Workiva Ref/ DBR Ref.	Country	Title	Inventors	Application No./ Filing Date	Patent Number/ Issue Date
LLC			for Facilitating Review of a Document		06/16/2014	
Workiva LLC	P4505US	US	Method and System for Electronic Document Publication Preview	Daniel L. DeGeest Jeffrey Thieleke	14/500,878 09/29/2014	
Workiva LLC	P4536US	US	Font Loading System and Method in a Client-Server Architecture	Bovard Tiberi	14/332,376 07/15/2014	

EXHIBIT C

Trademarks

Trademark	Owner	Country	Serial Number/ Filing Date	Registration Number/ Reg. Date
ADAPTIVE DATA CLOUD	Workiva LLC	US	86/040,003 08/16/2013	
BUSINESS REPORTING IN REAL TIME	Wokiva LLC	US	86/030,964 08/07/2013	
NO MORE PENCILS DOWN	Wokiva LLC	US	85/441,749 10/07/2011	4,153,722 06/05/2012
 Logo	Wokiva LLC	US	77/933,267 02/11/2010	3,849,894 09/21/2010
W logo 	Wokiva LLC	US	85/788,616 11/27/2012	4,442,566 12/03/2013
W logo 		Brazil		
W logo 		Canada	1,686,701 07/24/2014	
W logo 		CTM (Europe)	013039656 06/30/2014	
W logo		Norway	2014 07492	

			06/30/2014	
W logo 		Switzerland	57639/2014 06/30/2014	
WDATA	Wokiva LLC	US	86/322,060 June 26, 2014	
WDATA		Brazil		
WDATA		Canada	1,686,717 07/24/2014	
WDATA		CTM (Europe)	013039757 06/30/2014	
WDATA		Norway	2014 07482 06/30/2014	
WDATA		Switzerland	57638/2014 06/30/2014	
WDATA Logo 	Wokiva LLC	US	86/322,068 06/26/2014	
WDATA Logo 		Brazil		
WDATA Logo 		Canada	1,686,716 07/24/2014	
WDATA Logo 		CTM (Europe)	013039888 06/30/2014	
WDATA Logo		Norway	2014 07483	

w/data			06/30/2014	
WDATA Logo w/data		Switzerland	57637/2014 06/30/2014	
WDESK	Wokiva LLC	US	86/322,065 06/26/2014	
WDESK		Benelux, Denmark, Ireland, Sweden, U.K. (Madrid Protocol)	07/22/2014	
WDESK		Brazil		
WDESK		Canada	1,686,700 07/24/2014	
WDESK		Norway	2014 07478 06/30/2014	
WDESK		Switzerland	57636/2014 06/30/2014	
WDESK logo w/desk	Wokiva LLC	US	85/956,656 06/11/2013	4,582,845 08/12/2014
WDESK logo w/desk		Benelux, Denmark, Ireland, Sweden, U.K. (Madrid Protocol)	07/22/2014	
WDESK logo w/desk		Brazil		

WDESK logo wdesk		Canada	1,686,699 07/24/2014	
WDESK logo wdesk		Norway	2014 07493 06/30/2014	
WDESK logo wdesk		Switzerland	57634/2014 06/30/2014	
WEBFILINGS	Wokiva LLC	US	77/929,518 02/05/2010	3,826,687 07/27/2010
WEBFILINGS		Canada	1,485,387 06/16/2010	807136 09/21/2011
WEBFILINGS logo webFilings	Wokiva LLC	US	85/956,531 06/11/2013	
WEBFILINGS logo (color) webFilings	Wokiva LLC	US	77/929,536 02/05/2010	3,915,279 02/01/2011
WEBFILINGS logo (color) webFilings		CTM (Europe)	10467851 12/05/2011	10467851 12/05/2011
WORKIVA	Wokiva LLC	US	86/309,129 06/13/2014	
WORKIVA		Brazil		
WORKIVA		Canada	1,686,698 07/24/2014	
WORKIVA		CTM (Europe)	013039946 06/30/2014	
WORKIVA		Norway	2014 07477 06/30/2014	
WORKIVA		Switzerland	57633/2014	

			06/30/2014	
WORKIVA Logo workiva	Wokiva LLC	US	86/309,150 06/13/2014	
WORKIVA Logo workiva		Brazil		
WORKIVA Logo workiva		Canada	1,686,697 07/24/2014	
WORKIVA Logo workiva		CTM (Europe)	013040001 06/30/2014	
WORKIVA Logo workiva		Norway	2014 07481 06/30/2014	
WORKIVA Logo workiva		Switzerland	57632/2014 06/30/2014	

EXHIBIT D

Mask Works

None