TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325932

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortera, Inc.		12/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX Ventures, LLC
Street Address:	245 Park Avenue, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4519070	CORTERA LOOKALIKES
Registration Number:	4097987	CORTERA CPR PULSE
Registration Number:	4168719	CORTERA PULSE
Registration Number:	3921693	LINK ID
Registration Number:	3798241	CORTERA CPR
Registration Number:	3938385	CORTERA EDGE
Registration Number:	3628419	CORTERA TREE
Registration Number:	3633624	QUICKLOOK
Registration Number:	3597145	ECREDIT
Registration Number:	3582186	BOOST
Registration Number:	3582185	CONNECT
Registration Number:	3737588	CORTERA
Registration Number:	2785256	ECREDIT
Serial Number:	86258682	CORTERA CREDIT EXCHANGE
Serial Number:	86007910	SOFIE

OP $390.00 4519070

CORRESPONDENCE DATA

Fax Number: 4088524475

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.

Phone: 4088417195

Email:	dsanchezbentz@vlplawgroup.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:	ORIX-CORTERA (TMS)
NAME OF SUBMITTER:	Diana Sanchez Bentz
SIGNATURE:	/dsb1068/
DATE SIGNED:	12/12/2014

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 9, 2014 by and between ORIX Ventures, LLC ("ORIX") and Cortera, Inc. ("Grantor").

RECITALS

A. ORIX 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 ORIX 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). ORIX is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to ORIX a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to ORIX 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to ORIX 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.

Grantor hereby authorizes ORIX 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.

This security interest is granted in conjunction with the security interest granted to ORIX under the Loan Agreement. The rights and remedies of ORIX with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to ORIX as a matter of law or equity. Each right, power and remedy of ORIX 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 ORIX of any one or more of the rights, powers or remedies provided for in this 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 ORIX, of any or all other rights, powers or remedies.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflicts of law. Each of Grantor and ORIX hereby submits to the exclusive jurisdiction of the state and Federal courts located in the State of New York. GRANTOR AND ORIX EACH HEREBY WAIVE THEIR

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RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE LOAN AGREEMENT, AND ANY RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

[Signature page follows.]

TRADEMARK
REEL: 005418 FRAME: 0220

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

GRANTOR:

Address of Grantor:

CORTERA, INC.

777 Yamato Road, Suite 500
Boca Raton, FL 33431
Attn:

By:_____
Michael Lambis

Title: CFO

ORIX:

Address of ORIX:

ORIX Ventures, LLC

245 Park Avenue, 19th Floor
New York, NY 10167
Attn: Todd McDonald

By:_____

Title:_____

TRADEMARK
REEL: 005418 FRAME: 0221

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

GRANTOR:

Address of Grantor:

CORTERA, INC.

777 Yamato Road, Suite 500
Boca Raton, FL 33431
Attn:

By:_____

Title:_____

ORIX:

Address of ORIX:

ORIX Ventures, LLC

245 Park Avenue, 19th Floor
New York, NY 10167
Attn: Todd McDonald

By: William D Bishop

Title: Managing Director & Co-Head

EXHIBIT A

Copyrights

Description	Registration/ Application Number
Decision desktop 3.0.	TXu1174602
Decision desktop 3.7.1 doc.	TXu1061527
Doc builder 1.9.	TXu1061521
EFE 2.0.doc.	TXu1061519
EFE 3.8.3.1.doc.	TXu1061524
nFusion 2.1.doc (launch version)	TXu1061520
PAE 3.1.1.2r.doc.	TXu1061525
PAE 6.1.7rl.2.doc.	TXu1061526
Rapid collect: 3.0.	TXu1174601
RapidCollect 2.1.doc.	TXu1061523
Web EFE 3.8.4.doc.	TXu1061522

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
System and methods for syndication of financial obligations *(may be abandoned)*	US20020116327 10010767	08/22/2002 12/04/2001
Method and apparatus for intelligent, scalable communications in a multi-asset financial fulfillment network *(may be abandoned)*	US20020174061 10010768	11/21/2002 12/04/2001
CREDIT REPORTING INTERFACE	US20110161218 12888138	06/20/2011 09/22/2010

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
CORTERA CREDIT EXCHANGE	86258682	04/22/2014
SOFIE	86007910	06/10/2014
CORTERA LOOKALIKES	4519070	04/22/2014
CORTERA CPR PULSE	4097987	02/14/2012
CORTERA PULSE	4168719	07/03/2012
LINK ID	3921693	02/22/2011
CORTERA CPR	3798241	06/08/2010
CORTERA EDGE	3938385	03/29/2011
CORTERA TREE	3628419	05/26/2009
QUICKLOOK	3633624	06/09/2009
ECREDIT	3597145	03/31/2009
BOOST	3582186	03/03/2009
CONNECT	3582185	03/03/2009
CORTERA	3737588	01/12/2010
ECREDIT	2785256	11/25/2003

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
NONE		