

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333518

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CELIGO, INC.		02/27/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Montage Capital II, L.P.		
<b>Street Address:</b>	19925 Stevens Creek Blvd., Suite 100		
<b>City:</b>	Cupertino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95014		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4677533	CELIGO	
<b>Registration Number:</b>	4648009	CELIGO	
<b>Registration Number:</b>	4596365		
<b>Registration Number:</b>	4584135	INTEGRATOR	
<b>Registration Number:</b>	4572415	SMARTCONNECTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	3-1019		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	02/27/2015		
<b>Total Attachments: 6</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 27, 2015 by and between Montage Capital II, L.P., a Delaware limited partnership ("Lender") and Celigo, Inc., a California corporation ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. For clarification, nothing in this Agreement shall limit Borrower's right to grant licenses of its intellectual property in the ordinary course of business.

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.

This Agreement shall terminate automatically, and shall be of no further force or effect, upon the repayment in full of all Obligations (excluding contingent indemnification obligations) owing to Lender and Lender shall file such termination statement, release or similar filing with the United States Patent and Trademark Office (if any such filings have been made) to reflect the termination of this Agreement.

This Agreement shall be governed by and construed under the laws of the State of California, excluding conflicts of laws principles. Any suit hereunder may be brought in the federal or state courts in the county of Santa Clara, California, and both parties hereby agree to submit to the jurisdiction thereof. If any legal action is brought to construe or enforce any provision of this Agreement, the prevailing party shall be entitled to receive its attorney's fees and court costs in addition to any other relief it may receive.

This Agreement, along with the Loan Agreement, constitute the final, complete and exclusive entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous proposals, arrangements or understandings made between the parties with respect to such subject matter. This Agreement may be modified or amended only by a written agreement executed by both parties. This Agreement will inure to the benefit of, and be binding on, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

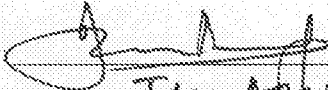
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Address of Borrower:

230 Twin Dolphin Dr., Suite A  
Redwood City, CA 94065  
Attn: Jan Arendtsz, CEO  
Fax: \_\_\_\_\_  
Email: jan@celigo.com

Celigo, Inc.

By:   
Name: JAN ARENDSZ  
Title: CEO

**LENDER:**

Address of Lender:

19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014  
Attn: Mike Rose  
Fax: (408) 973-7213

Montage Capital II, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

Address of Borrower:

230 Twin Dolphin Dr., Suite A  
Redwood City, CA 94065  
Attn: Ian Arendisz, CEO  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**BORROWER:**

Celigo, Inc.

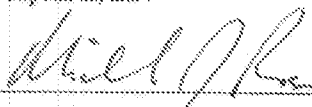
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Lender:

19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014  
Attn: Mike Rose  
Fax: (408) 973-7213

**LENDER:**

Montage Capital II, L.P.

By:  \_\_\_\_\_  
Name: MICHAEL J. ROSE  
Title: MANAGING DIRECTOR





