

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EARTH NETWORKS, INC.		03/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	8020 TOWERS CRESCENT DRIVE, STE 475		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86447658	EARTH NETWORKS TOTAL LIGHTNING NETWORK	
<b>Serial Number:</b>	86341360	WBX	
<b>Serial Number:</b>	86264452	PULSE API	
<b>Serial Number:</b>	86130034		
<b>Serial Number:</b>	86129901	WEATHERBUG HOME	
<b>Serial Number:</b>	85912265	SPARK	
<b>Serial Number:</b>	85741669	E5	
<b>Serial Number:</b>	85661790	KNOW BEFORE	
<b>Serial Number:</b>	85605637		
<b>Serial Number:</b>	85605572	ENCAST	
<b>Serial Number:</b>	85605601	PURPLE POLYGON	
<b>Serial Number:</b>	85566928	WEATHERUP	
<b>Serial Number:</b>	85519172	PULSERAD	
<b>Serial Number:</b>	85463540	E5	
<b>Serial Number:</b>	85296417	STREAMERRT	
<b>Serial Number:</b>	85197493	EARTH NETWORKS	
<b>Serial Number:</b>	85978621	EARTH NETWORKS	
<b>Serial Number:</b>	85196813	TAKING THE PULSE OF THE PLANET	
<b>Serial Number:</b>	85196806	EARTH NETWORKS	

OP \$965.00 86447658

Property Type	Number	Word Mark
Serial Number:	85978645	EARTH NETWORKS
Serial Number:	85978646	TAKING THE PULSE OF THE PLANET
Serial Number:	77742903	WEATHERBUG TOTAL LIGHTNING NETWORK
Serial Number:	77507189	
Serial Number:	77507200	WEATHERBUG
Serial Number:	77149013	TEMPERATURE NEXT TO THE CLOCK
Serial Number:	78979857	TORNADO JOCKEY
Serial Number:	78517150	SPONSOR SELECT
Serial Number:	78443772	WEATHERBUG ACHIEVE
Serial Number:	78443842	WEATHERBUG ZOOM
Serial Number:	78443864	WEATHERBUG ACHIEVE
Serial Number:	78443250	WEATHERBUG
Serial Number:	78227507	
Serial Number:	78227515	
Serial Number:	78205795	YOUR WEATHER JUST GOT BETTER
Serial Number:	78105793	SPONSOR SELECT
Serial Number:	78046895	BRANDWRAP
Serial Number:	76176603	WEATHERBUG
Serial Number:	75619340	INSTASPORTS

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 800-494-5225

**Email:** bsullivan@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:** F154737

**NAME OF SUBMITTER:** Monica Courtade

**SIGNATURE:** /Monica Courtade/

**DATE SIGNED:** 03/27/2015

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of March 27, 2015 by and between **SILICON VALLEY BANK** (“**Bank**”) and **EARTH NETWORKS, INC.**, a Delaware corporation (“**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 Amended and Restated Loan and Security Agreement dated as of October 18, 2012, as amended by a First Amendment to Amended and Restated Loan and Security Agreement, dated as of February 22, 2013, as further amended by a certain Second Amendment to Amended and Restated Loan and Security Agreement, dated as of May 22, 2013 and as further amended by a certain Third Amendment to Amended and Restated Loan and Security Agreement, dated as of December 30, 2014 and as further amended by a certain Fourth Amendment to Loan and Security Agreement, 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

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:

1. 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**”);

2. 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;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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**”);

5. 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**”);

6. 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**”);

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

[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:

Address of Grantor:

EARTH NETWORKS, INC.

Earth Networks, Inc.  
12410 Milestone Center Drive, Suite 300  
Germantown, MD 20876

By:   
Name: RICH SPAULDING  
Title: PRESIDENT & COO

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank  
8020 Towers Crescent Drive, Suite 475  
Vienna, Virginia 22182

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.

GRANTOR:

Address of Grantor:

EARTH NETWORKS, INC.

Earth Networks, Inc.  
12410 Milestone Center Drive, Suite 300  
Germantown, MD 20876

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

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank  
8020 Towers Crescent Drive, Suite 475  
Vienna, Virginia 22182

By: Alicia Fuller  
Name: Alicia Fuller  
Title: Vice President



EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**NONE.**



EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**SEE ATTACHED.**

## Overview

App. No.	Pat. No.	Title	Source	Status	Owner Name
09/814154	7275089	SYSTEM AND METHOD FOR STREAMING OF DYNAMIC WEATHER CONTENT TO THE DESKTOP	USPTO	Issued	Earth Networks, Inc.
11/761611	7653708	SYSTEM AND METHOD FOR STREAMING OF DYNAMIC WEATHER CONTENT TO THE DESKTOP	USPTO	Issued	Earth Networks, Inc.
09/809004	7831993	On-line data distribution and broadcast system	USPTO	Issued	Earth Networks, Inc.
12/633526	7953825	SYSTEM AND METHOD FOR STREAMING OF DYNAMIC WEATHER CONTENT TO THE DESKTOP	USPTO	Issued	Earth Networks, Inc.
12/542404	8275548	METHOD AND APPARATUS FOR DETECTING LIGHTNING ACTIVITY	USPTO	Issued	Earth Networks, Inc.
12/646628	8655951	METHOD AND APPARATUS FOR CONVEYING VEHICLE DRIVING INFORMATION	USPTO	Issued	Earth Networks, Inc.
13/177266	8836518	PREDICTING THE POTENTIAL FOR SEVERE WEATHER	USPTO	Issued	Earth Networks, Inc.
11/217290	N/A	System, method, apparatus and computer media for user control of advertising	USPTO	Pending	Earth Networks, Inc.
13/729501	N/A	OPTIMIZING AND CONTROLLING THE ENERGY CONSUMPTION OF A BUILDING	USPTO	Pending	Earth Networks, Inc. / Univ. of Maryland
13/737508	N/A	Network for Measuring Greenhouse Gases in the Atmosphere	USPTO	Pending	Earth Networks, Inc. / U.C. San Diego
13/742819	N/A	Using Lightning Data to Generate Proxy Reflectivity Data	USPTO	Pending	Earth Networks, Inc.
14/181903	N/A	METHOD AND APPARATUS FOR CONVEYING VEHICLE DRIVING INFORMATION	USPTO	Pending	Earth Networks, Inc.
14/458174	N/A	PREDICTING THE POTENTIAL FOR SEVERE WEATHER	USPTO	Pending	Earth Networks, Inc.
14/588699	N/A	OPTIMIZING AND CONTROLLING THE ENERGY CONSUMPTION OF A BUILDING	USPTO	Pending	Earth Networks, Inc. / Univ. of Maryland

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number


Registration/  
Application  
Date

**SEE ATTACHED.**

## Overview

Serial No.	Reg. No.	Citation	Source	Status	Class	Owner Name
86447658	N/A	EARTH NETWORKS TOTAL LIGHTNING NETWORK	USPTO	Pending	38 42	EARTH NETWORKS, INC.
86341360	N/A	WBX	USPTO	Published	35	EARTH NETWORKS, INC.
86264452	N/A	PULSE API	USPTO	Pending	42	EARTH NETWORKS, INC
86130034	N/A		USPTO	Published	35 42	EARTH NETWORKS, INC.
86129901	N/A	WEATHERBUG HOME	USPTO	Published	35 42	EARTH NETWORKS, INC.
85912265	4562378	SPARK	USPTO	Registered	9	EARTH NETWORKS, INC.
85741669	4295824		USPTO	Registered	35 42	EARTH NETWORKS, INC.
85661790	4568834	KNOW BEFORE	USPTO	Registered	9 38 42	EARTH NETWORKS, INC.
85605637	N/A		USPTO	Published	38 42	EARTH NETWORKS, INC.
85605572	4273505	ENCAST	USPTO	Registered	38	EARTH NETWORKS, INC.
85605601	N/A	PURPLE POLYGON	USPTO	Published	38 42	EARTH NETWORKS, INC.
85566928		WEATHERUP	USPTO	Published	9 42	EARTH NETWORKS, INC.

Serial No.	Reg. No.	Citation	Source	Status	Class	Owner Name
85519172	N/A	PULSERAD	USPTO	Published	9 38 42	EARTH NETWORKS, INC.
85463540	4251333	E5	USPTO	Registered	35 42	EARTH NETWORKS, INC.
85296417	4072209	STREAMERRT	USPTO	Registered	42	EARTH NETWORKS, INC.
85197493	4547899		USPTO	Registered	9 16	EARTH NETWORKS, INC.
85978621	4322291		USPTO	Registered	38 41 42	EARTH NETWORKS, INC.
85196813	N/A	TAKING THE PULSE OF THE PLANET	USPTO	Published	9	EARTH NETWORKS, INC.
85196806	4547898	EARTH NETWORKS	USPTO	Registered	16	EARTH NETWORKS, INC.
85978645	4322294	EARTH NETWORKS	USPTO	Registered	9 38 41 42	EARTH NETWORKS, INC.
85978646	4340064	TAKING THE PULSE OF THE PLANET	USPTO	Registered	38 41 42	EARTH NETWORKS, INC.
77742903	3751571	WEATHERBUG TOTAL LIGHTNING NETWORK	USPTO	Registered	38 42	EARTH NETWORKS, INC.
77507189	3569774		USPTO	Registered	9 42	EARTH NETWORKS, INC.
77507200	3564569	WEATHERBUG	USPTO	Registered	9 42	EARTH NETWORKS, INC.
77149013	4016177	TEMPERATURE NEXT TO THE CLOCK	USPTO	Registered	38 42	EARTH NETWORKS, INC.

Serial No.	Reg. No.	Citation	Source	Status	Class	Owner Name
78979857	3411051	TORNADO JOCKEY	USPTO	Registered	9	EARTH NETWORKS, INC.
78517150	3486180	SPONSOR SELECT	USPTO	Registered	35 42	EARTH NETWORKS, INC.
78443772	3004130	WEATHERBUG ACHIEVE	USPTO	Renewed	41 42	EARTH NETWORKS, INC.
78443842	2987581	WEATHERBUG ZOOM	USPTO	Renewed	9 16 42	EARTH NETWORKS, INC.
78443864	3004131		USPTO	Renewed	41 42	EARTH NETWORKS, INC.
78443250	3101836	WEATHERBUG	USPTO	Registered	9	EARTH NETWORKS, INC.
78227507	2825198		USPTO	Renewed	9 42	EARTH NETWORKS, INC.
78227515	2827972	THE MARK CONSISTS OF A SERIES OF FIVE CHIRPS SIMILAR TO THE CHIRPING SOUND OF A CRICKET.	USPTO	Renewed	9	EARTH NETWORKS, INC.
78205795	2890275	YOUR WEATHER JUST GOT BETTER	USPTO	Renewed	9 42	EARTH NETWORKS, INC.
78105793	2799186	SPONSOR SELECT	USPTO	Renewed	35	EARTH NETWORKS, INC.
78046895	2815684	BRANDWRAP	USPTO	Renewed	35	EARTH NETWORKS, INC.
76176603	2620037	WEATHERBUG	USPTO	Renewed	9 42	EARTH NETWORKS, INC.

Serial No.	Reg. No.	Citation	Source	Status	Class	Owner Name
75619340	2314353	INSTASPORTS	USPTO	Renewed	41	EARTH NETWORKS, INC.

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**NONE.**

1810637.1