

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRSTRAIN, INC.		07/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76977035	FIRSTRAIN	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
SIGNATURE:	/leeconner-tkf/		
DATE SIGNED:	04/01/2015		
Total Attachments: 7			
source=FirstRain - Signed IPSA#page1.tif			
source=FirstRain - Signed IPSA#page2.tif			
source=FirstRain - Signed IPSA#page3.tif			
source=FirstRain - Signed IPSA#page4.tif			

CH \$40.00 76977035

source=FirstRain - Signed IPSA#page5.tif

source=FirstRain - Signed IPSA#page6.tif

source=FirstRain - Signed IPSA#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 15, 2014 by and between SQUARE 1 BANK ("*Bank*") and FIRSTRAIN, 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 Loan and Security Agreement by and between Bank and Grantor dated December 13, 2013 (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).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 (collectively, "Intellectual Property Collateral").

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 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants as of the date hereof and as of any date that updates to Exhibits A, B and C are made in accordance with the Loan Agreement that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

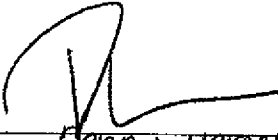
Bank agrees to release its security interest in the Intellectual Property upon payment in full of all outstanding Obligations (other than inchoate indemnity obligations) owed Bank under the Loan Agreement in accordance with Section 6.3 of the Loan Agreement.

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:

FirstRain, Inc.

By 
Name Penny Herscher
Title President & CEO

Address of Grantor:

1510 Fashion Island Blvd., Suite 120
San Mateo, California 94404

Bank:

Square 1 Bank

By 
Name Peter Moon
Title Account Executive

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

**EXHIBIT B
PATENTS**

#	Filing Date	Serial Number	Title
1.	08-22-2001	09/935,782	Method and Apparatus for Searching Network Resources
2.	04-04-2002	10/117,783	Method and Apparatus for Extracting Relevant Data
3.	06-24-2002	10/179,476	Method and Apparatus for Focused Crawling
4.	04-29-2005	11/118,014	Method and Apparatus for Searching Network Resources
5.	06-28-2006	11/427,299	Method and Apparatus for Extraction
6.	08-24-2007	11/844,796	Content Identification and Classification Apparatus, Systems, and Methods
7.	08-24-2007	11/844,825	Content Classification and Extraction Apparatus, Systems, and Methods
8.	09-25-2007	11/861,141	Content Quality Apparatus, Systems, and Methods
9.	04-30-2010	12/772,166	Classification of Documents
10	04-30-2010	12/772,168	Models for Classifying Documents
11	05-04-2010	12/773,808	Content Quality Apparatus, Systems, and Methods
12	05-29-2010	12/802,202	Iterative Fact-Extraction
13	07-06-2010	12/831,237	Business Lines
14	07-06-2010	12/831,242	Identifying Competitors of Companies
15	08-27-2010	12/870,689	Event Detection
16	08-27-2010	12/870,691	Event Naming
17	08-27-2010	12/870,694	Graphical User Interface for Presentation of Events
18	10-14-2011	13/274,287	Method and System for Identifying Entities
19	06-28-2012	13/536,994	Generation of Recurring Searches
20	06-28-2012	13/536,995	Graphical User Interface for Recurring Searches

**EXHIBIT B
PATENTS**

#	Filing Date	Serial Number	Title
21	01-30-2013	13/754,856	Affinity Scoring
22	06-20-2014	14/311,179	Method and System for Identifying Entities

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
FIRSTRAIN	76/977,035	09-25-2000