

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetBase Solutions, Inc.		04/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Ventures, LLC		
Street Address:	1717 Main St., Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86444841	NETBASE	
Serial Number:	86412174	NETBASE	
Serial Number:	86218383	ASSUMPTIONS SUCK	
Serial Number:	86354428	MICRO@SCALE	
Serial Number:	86354425	MICRO@SCALE	
Serial Number:	86238668	NETBASE LIVE PULSE	
Serial Number:	86238623	NETBASE LIVE PULSE	
Serial Number:	86218388	ASSUMPTIONS SUCK	
Serial Number:	86218384	ASSUMPTIONS SUCK	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067493-0003		

OP \$240.00 86444841

NAME OF SUBMITTER:	Nam H. Huynh
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	05/01/2015
Total Attachments: 7 source=NetBase IP Security Agreement#page1.tif source=NetBase IP Security Agreement#page2.tif source=NetBase IP Security Agreement#page3.tif source=NetBase IP Security Agreement#page4.tif source=NetBase IP Security Agreement#page5.tif source=NetBase IP Security Agreement#page6.tif source=NetBase IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 27, 2015 by and between ORIX Ventures, LLC (“ORIX”) and NetBase Solutions, Inc., a Delaware corporation (“Grantor”), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated as of the date hereof (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall (i) provide Secured Party with a copy of any applications for any registration of any maskworks, software, computer programs or other works of authorship subject to United States copyright protection that are filed with the United States Copyright Office, (ii) execute and file such other instruments, and (iii) take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party’s interest in the Collateral, including without limitation any filing with the United States Copyright Office, promptly following the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software,

computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signatures on Next Page]

Address of Grantor:

NetBase Solutions, Inc.

2087 Landings Drive
Mountain View, CA 94043

By Robert H. Pope
Title CFO

Address of ORIX:

ORIX Ventures, LLC

ORIX Corporate Capital Inc.
1717 Main St., Suite 1100
Dallas, TX 75201
Attention: General Counsel

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

2087 Landings Drive
Mountain View, CA 94043

NetBase Solutions, Inc.

By _____
Name _____
Title _____

Address of ORIX:

ORIX Corporate Capital Inc.
1717 Main St., Suite 1100
Dallas, TX 75201
Attention: General Counsel

ORIX Ventures, LLC

By 
Name: Jeffrey Bede
Title: Managing Director

SCHEDULE A

Trademarks

WORD MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE
NETBASE	86/444,841	11/04/2014		
NETBASE	86/412,174	10/01/2014	4699959	03/10/2015
ASSUMPTIONS SUCK	86/218,383	03/12/2014	4664846	12/30/2014
MICRO@SCALE	86/354,428	07/31/2014		
MICRO@SCALE	86/354,425	07/31/2014		
NETBASE LIVE PULSE	86/238,668	04/01/2014		
NETBASE LIVE PULSE	86/238,623	04/01/2014		
ASSUMPTIONS SUCK	86/218,388	03/12/2014		
ASSUMPTIONS SUCK	86/218,384	03/12/2014		

SCHEDULE B

Patents and Patent Applications

SERIAL NO.	FILING DATE	DOCKET NO.	PUBL. OF APP.?	PATENT NO.	ISSUE DATE	APPLICANT
13/471,417	05/14/2012	0017	NO	8,949,263	02/03/2015	NetBase Solutions, Inc.
12/177,127	07/21/2008	0009	NO	8,935,152	01/13/2015	NetBase Solutions, Inc.
11/420,782	05/29/2006	0001	NO	8,055,608	11/08/2011	NetBase Solutions, Inc.
11/420,785	05/29/2006	0002	NO	8,046,348	10/25/2011	NetBase Solutions, Inc.
13/286,799	11/01/2011	0001CON	NO	NA	NA	NetBase Solutions, Inc.
12/177,122	07/21/2008	0008	NO	NA	NA	NetBase Solutions, Inc.
12/790,837	05/30/2010	0011	NO	NA	NA	NetBase Solutions, Inc.
12/765,848	04/22/2010	0013	NO	9,026,529	05/05/2015	NetBase Solutions, Inc.
13/176,713	07/05/2011	0014	NO	NA	NA	NetBase Solutions, Inc.
13/676,073	11/13/2012	0014CIP	NO	NA	NA	NetBase Solutions, Inc.
13/280,294	10/24/2011	0015	NO	NA	NA	NetBase Solutions, Inc.
13/281,411	10/25/2011	0016	NO	NA	NA	NetBase Solutions, Inc.
14/613,324	02/03/2015	0017CON	NO	NA	NA	NetBase Solutions, Inc.
13/836,416	03/15/2013	0018	NO	NA	NA	NetBase Solutions, Inc.
14/274,721	05/10/2014	0019	NO	NA	NA	NetBase Solutions, Inc.

SCHEDULE C

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None.