

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lavastorm Analytics, Inc.		05/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Martin Dawes Innovations LLP		
Street Address:	Europa Boulevard		
Internal Address:	Martin Dawes House		
City:	Westbrook, Warrington, Cheshire		
State/Country:	UNITED KINGDOM		
Postal Code:	UK WA5 7WH		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86114189	LAVASTORM	
Serial Number:	86114167		
CORRESPONDENCE DATA			
Fax Number:	6176033305		
<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:	6176033304		
Email:	joneill@feinberghanson.com		
Correspondent Name:	Julia K. O'Neill		
Address Line 1:	855 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	DAWES		
NAME OF SUBMITTER:	Julia K. O'Neill		
SIGNATURE:	/Julia K. O'Neill/		
DATE SIGNED:	06/01/2015		
Total Attachments: 8			
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THE SECURITY INTEREST EVIDENCED BY THIS AGREEMENT IS SUBORDINATED IN ACCORDANCE WITH A SUBORDINATION AGREEMENT DATED AS OF JULY 9, 2014 BETWEEN SILICON VALLEY BANK AND THE SECURED PARTY, AND AMENDED AS OF MAY 27, 2015.

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of May 27, 2015 is made by Lavastorm Analytics, Inc., a Delaware corporation (the “**Grantor**”) in favor of Martin Dawes Innovations LLP, a limited liability partnership registered in England and Wales (the “**Secured Party**”).

WHEREAS, the Grantor and the Secured Party have entered into a Note Purchase Agreement of even date herewith (the “**Purchase Agreement**”), and the Grantor has issued and sold a Note (the “**Note**”) to the Secured Party pursuant thereto.

WHEREAS, as a condition precedent to the purchase of the Note by the Secured Party, the Grantor has executed an Amended and Restated Security Agreement (the “**Security Agreement**”) of even date herewith in favor of the Secured Party.

WHEREAS, the Grantor and the Secured Party previously entered into an Intellectual Property Security Agreement dated as of July 9, 2014 (the “Prior Agreement”).

WHEREAS, the Prior Agreement may be amended by a written instrument signed by the Grantor and the Secured Party.

WHEREAS, the parties hereto desire to, and hereby do, amend and restate the Prior Agreement in its entirety as set forth herein, and include each of the parties necessary to effectuate an amendment to the Prior Agreement which is binding upon all of the parties thereto.

WHEREAS, under the terms of the Security Agreement, the Grantor has reaffirmed its grant to the Secured Party of a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees for the benefit of the Secured Party as follows:

1. Grant of Security. The Grantor hereby reaffirms, pledges, and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Purchase Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

LAVASTORM ANALYTICS, INC.

By: Andrew P. Rockwell
Name: *Andrew P. Rockwell*
Title: *Chief Executive Officer*

SECURED PARTY:

MARTIN DAWES INNOVATIONS LLP

By: _____
Name: Dewi Eifion Thomas
Title: Member

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


GRANTOR:

LAVASTORM ANALYTICS, INC.

By: _____
Name:
Title:

SECURED PARTY:

MARTIN DAWES INNOVATIONS LLP

By:  _____
Name: Dewi Eifion Thomas
Title: Member

Signature Page to Restated IP Security Agreement

TRADEMARK
REEL: 005543 FRAME: 0540

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

None

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Description	Application Serial No.	Application Date
Word mark for "Lavastorm"	86114189	November 8, 2013
Design mark for the Lavastorm Analytics logo	86114167	November 8, 2013

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

The Company does not have any registered copyrights, but owns the copyright in the following software products:

- Lavastorm Analytics Engine
- Lavastorm Spend Analyzer
- Lavastorm Resolution Center
- Lavastorm Fraud Manager
- Lavastorm Analytics Library