

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUMERIX LLC		08/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3205633	NUMERIX	
Registration Number:	3120027	LEADING HEDGE	
Registration Number:	3672611	NUMERIX	
Registration Number:	2302369	NUMERIX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 Middlefield Rd., #215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1-1152		
NAME OF SUBMITTER:	PATTY CHENG		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	08/26/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 24, 2015 (the "Agreement") between NUMERIX LLC, a Delaware limited liability company ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of August 24, 2015 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

NUMERIX LLC

By: 

Name: Mark A. Shornick

Title: VP CFO

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

99 Park Avenue, 5th Floor
New York, NY 10016
Attn: Steve O'Hanlon, CEO; Mark Shornick, CFO

Steven R. O'Hanlon

Steven R. O'Hanlon
President + CEO

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax:(408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

NUMERIX LLC

By: _____

Name: _____

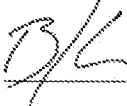
Title: _____

Address for Notices:

99 Park Avenue, 5th Floor
New York, NY 10016
Attn: Steve O'Hanlon, CEO; Mark Shornick, CFO

LENDER:

WESTERN ALLIANCE BANK

By:  _____

Name: DEN KIRTLAND

Title: ASST. VICE PRESIDENT

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	Filing/Registration Date:
NUMERIX	78835631 *	3205653	February 6, 2007
NUMERIX	78832566	3205633	February 6, 2007
LEADING HEDGE	78665774	3120027	July 25, 2006
NUMERIX	77667215	3672611	August 25, 2009
CROSSASSET	76321760 *	2868062	July 27, 2004
NUMERIX ASAP	76392536 *		April 5, 2002
ASAP	76392535 *		April 5, 2002
MY STRATEGY	75899312 *		January 19, 2000
MY CALL	75898558 *		January 19, 2000
MONEYTOOLS	75881216 *		December 27, 1999
NUMERIX TIME LIBRARY	75719590 *	2385241	September 12, 2000
SIMXPRESS	75719424 *	2348581	May 9, 2000
RISKXPRESS	75719334 *	2351769	May 23, 2000
TREXPRESS	75719251 *	2348579	June 2, 1999
NEW YORK MINUTE	75092622 *		April 18, 1996
DEWS	75092621 *		December 31, 1996
NX	75092620 *		April 18, 1996
NUMERIX	75092619	2302369	December 29, 1997

* Indicates dead/abandoned or cancelled

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent or Application Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Radiation therapy treatment method	6,714,620	09/957,397	Issued	March 30, 2004
Interface between two proprietary computer programs	6,208,738	08/800,471	Issued	March 21, 2001
Radiation therapy treatment method	20002106054	09/957397	Published	August 8, 2002