# CH \$40.00 40191

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM364880

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OPERA SOLUTIONS, LLC		11/19/2014	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4019174	MOBIUSS

# **CORRESPONDENCE DATA**

**Fax Number:** 3102774730

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (310) 788-6133

Email: jsbrown@mwe.com

Correspondent Name: GARY B. ROSENBAUM

Address Line 1: MCDERMOTT WILL & EMERY LLP

Address Line 2: 2049 CENTURY PARK EAST, SUITE 3800

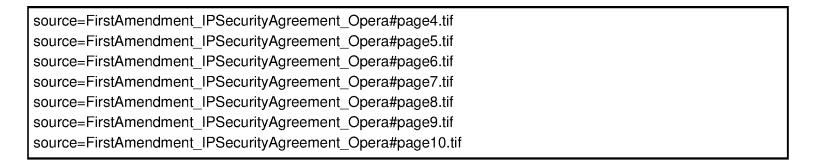
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082853-0010
NAME OF SUBMITTER:	GARY B. ROSENBAUM
SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	12/07/2015

#### **Total Attachments: 10**

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> TRADEMARK REEL: 005683 FRAME: 0786



TRADEMARK REEL: 005683 FRAME: 0787

#### FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated November 19, 2014 by and between TriplePoint Capital LLC, a Delaware limited liability company and Opera Solutions, LLC, a Delaware limited liability company (the "Amendment").

#### RECITALS

- A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Opera Solutions, LLC and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Opera Solutions, LLC.
- B. The Parties entered into a Loan and Security Agreement dated as of July 19, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.
- C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of August 29, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.
- D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### **AGREEMENT**

#### 1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby superseded by Schedule A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby superseded by Schedule B attached to this Amendment and made a part of this Amendment.

#### 2. SUBORDINATION

Counterparts. With respect to Section 9 of the IP Security Agreement, the Parties acknowledge that the Subordination Agreement has been terminated and superseded by that certain Subordination Agreement, dated March 4, 2014, by and among Us, You, Square 1 Bank and the other Borrowers named therein (the "Square 1 Subordination Agreement"), and that references in the IP Security Agreement to the Subordination Agreement shall hereafter be deemed references to the Square 1 Subordination Agreement, and that references in the IP Security Agreement to the Senior Lender shall hereafter be deemed references to Square 1 Bank.

#### 2. MISCELLANEOUS

TRADEMARK
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Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assign and grant to Us a continuing, security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

**Conditions to Effectiveness**. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

**Ratification**. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

**Complete Agreement**. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

**Counterparts**. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

[Signature page follows]

**Amend.IP.Agt** DM\_US 56747634-2.082853.0060

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You:	Opera Solutions, LLC
	Signature:
	Print Name: Banhard Nasy
	Title: CEO

[First Amendment to IP Security Agreement]

We: TriplePoint Capital LLC

Signature: Asjal & Suvarlan

Print Name: SANA SOLVASTALA

Title: HEESIDENT

[First Amendment to IP Security Agreement]

#### **SCHEDULE A**

# To Plain English Intellectual Property Security Agreement Between Opera Solutions, LLC, or You (Grantor) and TriplePoint Capital LLC, or Us (Grantee)

#### PATENTS AND PATENT APPLICATIONS

#### **PATENTS**

Patent Name Status and Patent Number

Date Issued

Computer Based Method and

Computer Product for Setting Floor Issued 7/15/2014 US Patent No. 8,781,912

Prices for Items Sold at Auction

# **PATENT APPLICATIONS**

Name Status & Date Filed Application Number

See attached

# Attachment to Schedule A to IP Security Agreement of Opera Solutions, LLC

Dated: November 19, 2014

# **Patent Applications**

Country	<u>Title</u>	Application No.	Filing Date
US	Systems and Methods for Optimizing Marketing Investments	13/030,954	2/18/2011
US	System and Method for Data Anonymization Using Hierarchical Data Clustering and Perturbation	61/659,178	6/13/2012
US	System and Method for Detecting Billing Errors Using Predictive Modeling	61/659,175	6/13/2012
US	Systems and Method for Valuation and risk Estimation of Mortgage Backed Securities	61/595,330	2/6/2012
US	Systems and Method for Valuation and Risk Estimation of Mortgage Backed Securities	13/760,710	2/6/2013
PCT	Systems and Method for Valuation and Risk Estimation of Mortgage Backed Securities	PCT/US2013/024913	2/6/2013
US	System and Method for Detecting Network Intrusions Using Statistical Models and a Generalized Likelihood Ratio Test	61/678,298	8/1/2012
US	System and Method for Matching Data Using Probabilistic Modeling Techniques	61/684,346	8/17/2012
US	System and Method for Demand Forecasting	61/678,309	8/1/2012
US	System and Method for Secure Document Distribution	61/683,004	8/14/2012
US	System and Method for Adjusting Distribution of Data Using Mixed Integer	61/710,120	10/5/2012

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Country	Title	Application No.	Filing Date
	Programming		
US	System and Method for Optimizing Collections Processing	61/756,750	1/25/2013
US	System and Method for Predicting Customer Attrition Using Dynamic User Interaction Data	61/695,412	8/31/2012
US	System and Method for Data Mining Using Domain-Level Context Analysis	61/748,837	1/4/2013
US	System and Method for Threat Assessment	13/645,695	10/5/2012
PCT	Recommender Engine for Collections Treatment Selection	PCT/US12/69172	12/12/2012
US	Recommender Engine for Collections Treatment Selection	13/324,445	12/13/2011
PCT	Computer-based Method and Computer Program Product for Setting Floor Prices for Items Sold at Auction	PCT/US12/29280	3/15/2012
EPC	Computer-implemented Method for Enhancing Product Sales	11751095.8	2/24/2011
EPC	Computer Implemented Method for Enhancing Targeted Product Sales	11751093.3	2/24/2011
US	Computer-implemented Method for Enhancing Product Sales	12/715,302	3/1/2010
US	Computer-implemented Method for Enhancing Targeted Product Sales	12/715,248	3/1/2010
US	System and Method for Collections on Delinquent Financial Accounts	12/775,755	5/7/2010
US	Systems and Methods Allocating Items Among Auction Sites to Maximize Profit	13/586,504	8/15/2012
US	Method and Apparatus for Ordering Recommendations According to a	61/693,568	8/27/2012

Coun	try Title	Application No.	Filing Date
	Mean/Variance Tradeoff		
US	System and Method for Combining Multiple Recommender Systems	61/693,563	8/27/2012
US	System and Method for Estimating Price Sensitivity and/or Price Aggregation for a Population having a Collection of Items	61/779,717	3/13/2013
US	Network Analysis for Detecting Point of Compromise Merchant	61/778,866	3/13/2013
US	System and Method for Developing Proxy Models	61/759,682	2/1/2013
US	System and Method for Grouping Medical Codes for Clinical Predictive Analytics	61/777,246	3/12/2013
US	Healthcare Outcome Predictor Using Medical History Categorical Data	61/783,430	3/14/2013
US	System and Method for Generating Ultimate Reason Codes for Computer Models	61/786,010	3/14/2013
US	System and Method for Generating Greedy Reason Codes for Computer Models	61/784,116	3/14/2013
US	System and Method for Data Anonymization Using Hierarchical Data Clustering and Perturbation	13/917,263	6/13/2013
US	System and Method for Detecting Billing Errors Using Predictive Modeling	13/917,308	6/13/2013
US	System and Method for Detecting Network Intrusions Using Statistical Models and a Generalized Likelihood Ratio Test	13/956,720	8/1/2013
US	System and Method for Matching Data Using Probabilistic Modeling Techniques	13/969,010	8/16/2013
PCT	System and Method for Matching Data Using Probabilistic Modeling	PCT/US13/55393	8/16/2013

9	Country	<u>Title</u>	Application No.	Filing Date
		Techniques		
1	US	System and Method for Demand Forecasting	13/956,732	8/1/2013
1	US	System and Method for Secure Document Distribution	13/966,720	8/14/2013
1	US	System and Method for Adjusting Distribution of Data Using Mixed Integer Programming	14/046,232	10/4/2013
1	US	System and Method for Predicting Customer Attrition Using Dynamic User Interaction Data	14/015,198	8/30/2013
	PCT	System and Method for Predicting Customer Attrition Using Dynamic User Interaction Data	PCT/US13/57583	8/30/2013
1	US	Method and Apparatus for Ordering Recommendations According to a Mean/Variance Tradeoff	14/011,467	8/27/2013
	РСТ	Method and Apparatus for Ordering Recommendations According to a Mean/Variance Tradeoff	PCT/US13/56882	8/27/2013
1	US	System and Method for Combining Multiple Recommender Systems	14/011,324	8/27/2013
]	PCT	System and Method for Combining Multiple Recommender Systems	PCT/US13/56860	8/27/2013
1	US	System and Method for Data Mining Using Domain-Level Context	14/147,988	1/6/2014
1	US	System and Method for Optimizing Collections Processing	14/164,794	1/27/2014

# **SCHEDULE B**

To Plain English Intellectual Property Security Agreement Between Opera Solutions, LLC, or You (Grantor) and TriplePoint Capital LLC, or Us (Grantee)

# TRADEMARKS AND TRADEMARK APPLICATIONS

# **TRADEMARKS**

Name	Date Filed or Issued	Serial Number
MOBIUSS	8/30/2011	4,019,174 (US)
MOBIUSS	8/1/2012	828,980 (Canada)
MOBIUSS	9/1/2011	240,346 (Israel)

# TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number
MOBIUSS	8/4/2011	2185615 (India)
MOBIUSS	8/4/2011	2011725039 (Russia)
MOBIUSS	8/4/2011	239689 (Israel)
OPERA SOLUTIONS	9/8/2011	2201852 (India)
OPERA SOLUTIONS	9/2/2011	10238152 (Comm. Trademark)

**Amend.IP.Agt** DM\_US 56747634-3.082853.0060

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**RECORDED: 12/07/2015**