

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368042

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Galorath Incorporated		12/31/2015	CORPORATION: CALIFORNIA
Galorath Federal, Inc.		12/31/2015	CORPORATION: CALIFORNIA
Galorath Affiliates Ltd.		12/31/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Opus Bank		
<b>Street Address:</b>	19900 MacArthur Boulevard		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Commercial Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3078655	SEER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	rfloren@schiffhardin.com		
<b>Correspondent Name:</b>	Rebecca Floren		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 6600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	41907-0031		
<b>NAME OF SUBMITTER:</b>	Rebecca Floren		
<b>SIGNATURE:</b>	/s/ Rebecca Floren		
<b>DATE SIGNED:</b>	01/05/2016		
<b>Total Attachments: 7</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of December 31, 2015, is made by **GALORATH INCORPORATED**, a California corporation (“*Galorath*”), **GALORATH AFFILIATES LTD.**, a California corporation (“*GAL*”), and **GALORATH FEDERAL, INC.**, a California corporation (“*GFI*” and together with Galorath and GAL, each herein referred to as a “*Grantor*” or “*Debtor*” and collectively as “*Grantors*” or “*Debtors*”) in favor of **OPUS BANK**, a California commercial bank (“*Opus*” or “*Lender*”) as Lender under that certain Credit Agreement dated as of the date hereof between Debtor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lender, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof between the Grantors and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in, among other property, certain intellectual property of such Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Lender a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, (each such supplement, an “*IP Security Agreement Supplement*”), executed and delivered by any Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by any Grantor to the Lender from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be

supplemented from time to time by IP Security Agreement Supplements executed and delivered by any Grantor to the Lender from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a “Statement of Use” with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

**SECTION 4. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the Security Agreement and this IP Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 6. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

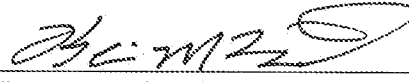
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lender 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.

**Address for Notices:**

19900 MacArthur Boulevard  
12<sup>th</sup> Floor  
Irvine, California 92612  
Attn: Credit Administration

**OPUS BANK**, as Lender

By:   
Name: Kevin McBride  
Its: Senior Managing Director

IN WITNESS WHEREOF, each 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.

**Address for Notices:**  
Galorath Incorporated  
222 North Sepulveda Boulevard  
El Segundo, California 90245

**GALORATH INCORPORATED**, a California corporation

By: *Daniel D. Galorath*  
Name: Daniel D. Galorath  
Its: CEO

**GALORATH AFFILIATES LTD.**, a California corporation

By: *Daniel D. Galorath*  
Name: Daniel D. Galorath  
Its: CEO

**GALORATH FEDERAL, INC.**, a California corporation

By: *Daniel D. Galorath*  
Name: Daniel D. Galorath  
Its: CEO

**Schedule A to the  
IP Security Agreement**

**PATENTS:**

<u>Debtor</u>	<u>Patents and Patent Applications</u>
Galorath Incorporated	None
Galorath Affiliates Ltd.	None
Galorath Federal, Inc.	None

**Schedule B to the  
IP Security Agreement**

**TRADEMARKS**

<u>Debtor</u>	<u>Trademarks, Trademark Applications, Trade Names</u>	<u>Registration Number</u>
Galorath Incorporated	SEER	3078655
Galorath Affiliates Ltd.	None	
Galorath Federal, Inc.	None	



**Schedule C to the  
IP Security Agreement**

**COPYRIGHTS**

<u>Debtor</u>	<u>Copyrights</u>	<u>Registration Number</u>
Galorath Incorporated	SEER-SEM 7.1.40	TX0006297183
Galorath Incorporated	SEER-SEM Client for MS Project	TX0006297178
Galorath Incorporated	SEER-H 6.0.27	TX0006297184
Galorath Incorporated	SEER-DFM 5.1.37	TX0006345641
Galorath Incorporated	SEER-SPYGLASS 1.0.16	TX0006304777
Galorath Incorporated	SEER-ACCUSCOPE 1.1.5	TX0006309623
Galorath Incorporated	CAI PLUG-IN 2.1.18	TX0006297185
Galorath Incorporated	SEER FOR IT 1.1.1	TX0006870300
Galorath Affiliates Ltd.	None	
Galorath Federal, Inc.	None	