

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rive Technology, Inc.		01/27/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc., as agent		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4225907	RIVE	
Registration Number:	4350679	MOLECULAR HIGHWAY	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	212-836-7319		
Email:	paul.somelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	250 West 55th Street		
Address Line 2:	Room 1119		
Address Line 4:	New York, NEW YORK 10019-9710		
ATTORNEY DOCKET NUMBER:	29935-0002-05948		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	02/12/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of January 27, 2016, is made by and between RIVE TECHNOLOGY, INC., a Delaware corporation ("Borrower"), and HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Maryland corporation ("Agent"), as agent for Lender under the Loan Agreement referenced below (the "Secured Parties").

RECITALS

A. Borrower has entered into a Loan and Security Agreement dated as of January 27, 2016 (as it may be amended, restated or modified from time to time, the "Loan Agreement") among Agent and Lender.

B. As a condition to the transactions contemplated by the Loan Agreement and Lender's obligations to make the loans under the Loan Agreement, Borrower has agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Agent as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the IP Collateral (as defined below) are as provided by the Loan Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Loan Agreement, shall have the meanings given to them in the Loan Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Secured Obligations, Borrower hereby pledges and grants to Agent, for the benefit of Lender, a security interest in and to all of Borrower's right, title and interest in, to and under the following, whether now existing or hereafter arising, but excluding any nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC) (the "IP Collateral");

(a) patents and patent applications, including, without limitation, those set forth in Schedule 1, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (collectively, the "Patents");

(b) trademark registrations and applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks");

(c) copyrights, copyright registrations, and copyright applications, including, without limitation, those set forth in Schedule 3, and all extensions and renewals thereof (collectively, the "Copyrights");

(d) Borrower's rights under agreements granting to Borrower any right to use any Patents, Trademarks or Copyrights, including, without limitation, the Licenses set forth in Schedule 4 (collectively, the "Licenses");

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

(f) 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

(g) 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; provided that nothing in this Agreement shall constitute an assignment of an "intent to use" application of a trademark, to the extent such assignment would render the application void.

3. **After-Acquired Intellectual Property.** Borrower agrees that should it obtain an ownership interest in any item of the type set forth in Section 2 that is not on the date hereof a part of the IP Collateral ("After-Acquired Intellectual Property") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the IP Collateral subject to the terms and conditions of this Agreement with respect thereto. Borrower hereby authorizes Agent to modify this Agreement by noting any After-Acquired Intellectual Property constituting IP Collateral on Schedule 1, 2, 3 or 4, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of Borrower or rights of Agent hereunder, and provided further that Agent shall provide Borrower with a copy of such modification.

4. **Recordation.** Borrower 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 Agent.

5. **Execution in Counterparts.** This 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 Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.


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

7. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Remainder of page intentionally left blank]

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

RIVE TECHNOLOGY, INC.

By: 
Name: David Aldous
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

HERCULES TECHNOLOGY
GROWTH CAPITAL, INC., AS
AGENT

By: _____
Name: _____
Title: _____

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

RIVE TECHNOLOGY, INC.

By: _____

Name: David Aldous

Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

HERCULES TECHNOLOGY
GROWTH CAPITAL, INC., AS
AGENT

By: _____

Name: Ken Bar

Title: Asst. Secy

TRADEMARK

REEL: 005730 FRAME: 0511

**SCHEDULE 1
PATENTS**

Country	Title	Serial No. Filing Date	Status
US	Mesostructured zeolitic materials, and methods of making and using the same	11/578,869 10/20/2006	Patented: U.S. Patent No. 8,008,223
US	Mesostructured zeolitic materials, and methods of making and using the same	13/205,151 8/8/2011	Patented: U.S. Patent No. 8,524,624
US	Mesostructured zeolitic materials, and methods of making and using the same	13/944,694 7/17/2013	Patented: U.S. Patent No. 8,932,974
US	Methods for making mesostructured zeolitic materials	11/717,286 3/13/2007	Patented: U.S. Patent No. 7,807,132
US	Methods of recovery of pore-forming agents for mesostructured materials	12/009,894 1/23/2008	Patented: U.S. Patent No. 8,206,498
US	Compositions and methods for improving the hydrothermal stability of mesostructured zeolites by rare earth ion exchange	12/684,405 1/8/2010	Patented: U.S. Patent No. 8,524,625
US	Introduction of mesoporosity in low Si/Al zeolites	12/689,127 1/18/2010	Patented: U.S. Patent No. 8,486,369
US	Introduction of mesoporosity in low Si/Al zeolites	13/911,558 6/6/2013	Pending
US	Methods for Enhancing the mesoporosity of Zeolite-containing Materials	12/907,643 10/19/2010	Patented: U.S. Patent No. 8,685,875
US	Methods for Enhancing the mesoporosity of Zeolite-containing Materials	14/229,878 3/29/2014	Pending
US	Dehydroxylation Pretreatment of Inorganic Materials in Mesopore Introduction Process	13/458,426 4/27/2012	Pending
US	Mesoporous framework-modified zeolites	13/440,781; 4/5/2012	Pending
US	Introduction of Mesoporosity into Low Silica Zeolites	13/740,839 01/14/2013	Pending.
US	Introduction of Mesoporosity into Inorganic Materials in the Presence of a Non-ionic Surfactant	13/741,079 1/14/2013	Pending
US	Introduction of Mesoporosity into Zeolite Materials with Sequential Acid, Surfactant, and Base Treatment	13/740,916 1/14/2013	Pending
US	Mesoporous Zeolite Catalyst Supports	14/075,661 11/8/2013	Pending

**SCHEDULE 2
TRADEMARKS**

Mark	Status	Country	Appl. No.	File Date	Reg. No.	Reg. Date	Goods	Next Renewal Date
RIVE	Registered	United States of America	77/606018	11/3/2008	4225907	10/16/2012	Class : 01 Int. Zeolite, namely, a family of hydrous aluminum silicate minerals, for use in catalysis and separating mixtures of molecules through adsorption processes	10/16/2022
MOLECULAR HIGHWAY	Registered	United States of America	85/310576	5/3/2011	4350679	6/11/2013	Class : 40 Int. Treatment of materials for others, namely, providing chemical processing of catalysts, adsorbents and other porous materials to enhance the pore structure of such materials	6/11/2023

**SCHEDULE 4
LICENSES**

- The Company licenses patents from the Massachusetts Institute of Technology ("MIT") pursuant to the Exclusive Patent License Agreement dated May 10, 2006 between MIT and the Company (as amended, restated, modified, the "MIT License Agreement"). On or about February 21, 2013, the Company exercised its option under the MIT License Agreement to include the fields of specialty chemicals and bulk chemicals to its patent license from MIT.
- The Company licenses software used in the Company's business from KBC Advanced Technologies, Inc. ("KBC") pursuant to the Software License and Maintenance Agreement dated April 19, 2013 between KBC and the Company.
- The Company licenses software used in the Company's business from Aspen Technology, Inc. ("Aspen") pursuant to the Software License and Maintenance Agreement dated June 25, 2011 between Aspen and the Company.