

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374184

<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>
MetricStream, Inc.		02/17/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>Internal Address:</b>	Attn: Technology Division		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2914547	METRICSTREAM	
<b>Registration Number:</b>	3237734	ZAPLET	
<b>Registration Number:</b>	4482113	THRIVE ON RISK	
<b>Registration Number:</b>	4482114	THRIVE ON RISK POWERED BY METRICSTREAM	
<b>Registration Number:</b>	4663947	INFOLET	
<b>Registration Number:</b>	4668350	ZAPLET	
<b>Registration Number:</b>	4701627	GRCINTELLIGENCE.COM	
<b>Registration Number:</b>	4745021	GRC JOURNEY	
<b>Registration Number:</b>	4745028	GRC JOURNEY	
<b>Serial Number:</b>	86284037	PERVASIVE GRC	
<b>Serial Number:</b>	86519461	COMPLIANCE ONLINE THE LARGEST GRC ADVISO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>Phone:</b>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>TRADEMARK</b>			

CH \$290.00 2914547

**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 355157-161

**NAME OF SUBMITTER:** Troy Zander

**SIGNATURE:** /s/ Troy Zander

**DATE SIGNED:** 02/23/2016

**Total Attachments: 6**

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 17, 2016 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank"), and MetricStream, Inc., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of February 17, 2016, by and among the Lenders named therein, including ORIX Ventures, LLC, Bank as Agent for the Lenders and Grantor (as amended from time to time, the "Loan Agreement"). 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 Bank, as agent for the Lenders, and to each 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:**

METRICSTREAM, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

2600 E. Bayshore Road  
Palo Alto, CA 94303  
Attn: Bill Williams  
FAX: (650) 637-1623

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By:     Matt Spencer    

Name:     Matt Spencer    

Title:     VP    

Address for Notices:

55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Attn: Technology Division  
FAX: (408) 282-1681

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:**

METRICSTREAM, INC.

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

By: \_\_\_\_\_

Name: Shellye Archambault

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Address for Notices:

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Attn: Bill Williams  
FAX: (650) 637-1623

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FAX:(408) 282-1681

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Description:</u>	<u>Registration Number:</u>	<u>Registration Date:</u>
MetricStream	TX0005866212	09/08/03
Zaplet application server: release 2.0	TXu001120083	08/13/02
Zaplet application server: release 1.0	TXu001038279	06/19/02

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Description</u>	<u>U.S. Registration Number:</u>	<u>Registration/Application Date</u>
MetricStream	2,914,547	12/28/04
Zaplet	3,237,734	05/01/07
Thrive on Risk	4,482,113	02/11/14
Thrive on Risk Powered by MetricStream	4,482,114	02/11/14
Infolet	4,663,947	12/30/14
Zaplet	4,668,350	01/06/15
GRCIntelligence.com	4,701,627	03/10/15
GRC Journey	4,745,021	05/26/15
GRC Journey	4,745,028	05/26/15
Pervasive GRC	86284037	05/16/14
Compliance Online The Largest GRC Advisory Network	86519461	01/30/15

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Issue/Application Date:</u>
Methods and systems to manage and track the states of electronic media	6,453,337	09/17/02
System and method for group choice making	6,457,045	09/24/02
System for communicating information among a group of participants	6,463,461	10/08/02
Electronic media for communicating information among a group of participants	6,496,849	12/17/02
Method for communicating information among a group of participants	6,505,233	01/07/03
Method and system for group content collaboration	6,507,865	01/14/03
Method system and program product for accessing a file using values from a redirect message strong for each change of link identifier	6,523,063	02/18/03
Method and system for process interaction among a group	6,691,153	02/10/04
Method and systems to manage and track the states of electronic media	6,871,216	03/22/05
Method and apparatus providing electronic messages that are linked and aggregated	7,130,885	10/31/06