# CH \$390.00 489615

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM377662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CORTERA, INC.		03/18/2016	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	WESTERN ALLIANCE BANK	
Street Address:	12011 SUNSET HILLS ROAD	
Internal Address:	SUITE 425	
City:	RESTON	
State/Country:	VIRGINIA	
Postal Code:	20190	
Entity Type:	Corporation: VIRGINIA	

### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	4896151	CORTERA CREDIT EXCHANGE
Serial Number:	86007910	SOFIE
Registration Number:	4519070	CORTERA LOOKALIKES
Registration Number:	4097987	CORTERA CPR PULSE
Registration Number:	4168719	CORTERA PULSE
Registration Number:	3921693	LINK ID
Registration Number:	3798241	CORTERA CPR
Registration Number:	3938385	CORTERA EDGE
Registration Number:	3628419	CORTERA TREE
Registration Number:	3737588	CORTERA
Registration Number:	3597145	ECREDIT
Registration Number:	3582186	BOOST
Registration Number:	3582185	CONNECT
Registration Number:	3633624	QUICKLOOK
Registration Number:	2785256	ECREDIT

### **CORRESPONDENCE DATA**

**Fax Number:** 4048853900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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

**Phone:** 4048853868

**Email:** rusty.close@troutmansanders.com

Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 5200

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	039299.000003
NAME OF SUBMITTER:	Christopher Close
SIGNATURE:	/Christopher Close/
DATE SIGNED:	03/23/2016

### **Total Attachments: 8**

source=BridgeBank\_Cortera (Executed IP Security Agreement)#page1.tif source=BridgeBank\_Cortera (Executed IP Security Agreement)#page2.tif source=BridgeBank\_Cortera (Executed IP Security Agreement)#page3.tif source=BridgeBank\_Cortera (Executed IP Security Agreement)#page4.tif source=BridgeBank\_Cortera (Executed IP Security Agreement)#page5.tif source=BridgeBank\_Cortera (Executed IP Security Agreement)#page6.tif source=BridgeBank\_Cortera (Executed IP Security Agreement)#page7.tif source=BridgeBank\_Cortera (Executed IP Security Agreement)#page8.tif

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 18, 2016, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and CORTERA, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 18, 2016 (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

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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:	LENDER:	
CORTERA, INC., a Delaware corporation	WESTERN ALLIANCE BANK, an Arizona corporation	
By	By <i>\$6400001/446</i>	
Name:	Name: / //////////////////////////////////	
Title:	Title: <u>AVI</u>	
Address for Notices: Attn: Michael Landis, Chief Financial Officer 901 Yamato Road, Suite 2106 Boca Raton, Florida 33431 Tel:	Address for Notices: Attn: Katie Wolfe, CFA, Relationship Manager 12011 Sunset Hills Road, Suite 425 Reston, Virginia 20190 Tel: (571) 266-3107 Pax: (703) 964-1620 Email: Katie wolfe@bridgebank.com	

(Signature Page to IP Agreement)

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:	LENDER:	
CORTERA, INC., a Delaware corporation	WESTERN ALLIANCE BANK, an Arizona corporation	
ву <u>202</u>	Ву	
Name: Michaellands	Name:	
Title: <u>CFU</u>	Title:	
Address for Notices: Attn: Michael Landis, Chief Financial Officer 901 Yamato Road, Suite 210E Boca Raton, Florida 33431 Tel: (123 HU 503) Fax: Email: MIGNUIS & COVICTA.LOM	Address for Notices: Attn: Katie Wolfe, CFA, Relationship Manager 12011 Sunset Hills Road, Suite 425 Reston, Virginia 20190 Tel: (571) 266-3107 Fax: (703) 964-1620 Email: Katie.wolfe@bridgebank.com	

# EXHIBIT A

# COPYRIGHTS

Please Check if No Copyrights Exist

Description	Registration Number	Application Number
Decision desktop 3.0	TXu1174602	
Decision desktop 3.7.1	TXu1061527	
Doc builder 1.9	TXu1061521	
EFE 2.0.doc	TXu1061519	
EFE 3.8.3.1.doc	TXu1061524	
nFusion 2.1.doc (launch version)	TXu1061520	

Description	Registration Number	Application Number
PAE 3.1.1.2r.doc	TXu1061525	
PAE 6.1.7rl.2.doc	TXu1061526	
Rapid collect: 3.0	TXu1174601	
RapidCollect 2.1.doc	TXu1061523	
Web EFE 3.8.4.doc	TXu1061522	

# EXHIBIT B

# TRADEMARKS

Please Check if No Trademarks Exist

Description	Serial Number	Registration Number
CORTERA CREDIT EXCHANGE		4,896,151 (02/02/2016)
SOFIE	86/007,910 (07/11/2013)	
CORTERA LOOKALIKES		4,519,070 (04/22/2014)
CORTERA CPR PULSE		4,097,987 (02/14/2012)
CORTERA PULSE		4,168,719 (07/03/2012)
LINK ID		3,921,693 (02/22/2011)
CORTERA CPR		3,798,241 (06/08/2010)

Description	Serial Number	Registration Number
CORTERA EDGE		3,938,385 (03/29/2011)
CORTERA TREE		3,628,419 (05/26/2009)
CORTERA		3,737,588 (01/12/2010)
ECREDIT		3,597,145 (03/31/2009)
BOOST		3,582,186 (03/03/2009)
CONNECT		3,582,185 (03/03/2009)
QUICKLOOK		3,633,624 (06/09/2009)
ECREDIT		2,785,256 (11/25/2003)

# EXHIBIT C

# **PATENTS**

# Please Check if No Patents Exist

Description	Application Number	Registration Number
System and Methods for Syndication of Financial Obligations	10/010,767 (12/04/2001)	
Method and Apparatus for Intelligence, Scalable Communications in a Multi-Asset Financial Fulfillment Network	10/010,768 (12/04/2001)	
Credit Reporting Interface	12/888,138 (09/22/2010)	

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**RECORDED: 03/23/2016** 

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