

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379663

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PIXIA CORP.		04/05/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	275 Grove Street, Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3491406	PIXIA	
<b>Registration Number:</b>	4041682	HIPER LOOK	
<b>Registration Number:</b>	4041681	HIPER STARE	
<b>Registration Number:</b>	4158801	HIPER WATCH	
<b>Serial Number:</b>	86907338	HIPER SUITE	
<b>Serial Number:</b>	86901549	HIPER EARTH	
<b>Serial Number:</b>	86901544	HIPER DRIVE	
<b>Serial Number:</b>	86444468	KIOSK	
<b>Serial Number:</b>	86501606	INSITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F162335		

OP \$240.00 3491406

<b>NAME OF SUBMITTER:</b>	James Won
<b>SIGNATURE:</b>	/James Won/
<b>DATE SIGNED:</b>	04/06/2016
<b>Total Attachments: 11</b> source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page1.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page2.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page3.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page4.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page5.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page6.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page7.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page8.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page9.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page10.tif source=Closing Copy - Intellectual Property Security Agreement - Pixia Corp. (4-5-16)#page11.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 5, 2016 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **PIXIA CORP.**, a Delaware corporation, with its principal place of business located at 11951 Freedom Drive, 18th Floor, Reston, Virginia 20190 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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 (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. 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.

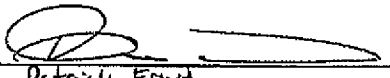
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PIXIA CORP.

By:   
Patrick Ernst

Title: COO

BANK:

SILICON VALLEY BANK

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

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

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PIXIA CORP.

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

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

BANK:

SILICON VALLEY BANK

By: *AM* *W*

Title: *Director* *Abria Fuller*

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Image Display System	10/243794 7119811	10/10/2006
Data Storage and Retrieval System and Method	10/263930 6912695	6/28/2005
High Resolution Display of Large Electronically Stored or Communicated Images with Real Time Roaming	10/243273 7840908	11/23/2010
Image Display System	11/123146 7607106	5/6/2005
Large Format Video Archival, Storage, and Retrieval System and Method	12/237870 8290346	10/16/2012
Image Display System	12/568250 8341548	12/25/2012
Method and System for Determining Statistical Data for Image Pixels Having a Higher Bit Depth Per Band	12/784663 8411970	4/2/2013
Method of Creating a Container File for Large Format Imagery and Organizing Data Within the Container File	13/233647 8532397	9/10/2013
Method of Processing a Viewport Within Large Format Imagery	13/233682 8532383	9/10/2013
Method of Making a Video Stream From a Plurality of Viewports Within Large Format Imagery	13/233706 8949913	2/3/2015
Image Display System	13/315998 8984438	3/17/2015
Large Format Video Archival, Storage, and Retrieval System	13/621422 8644690	2/4/2014
Image Display System	13/683767 9177525	11/21/2012
Method and System for Storing and Retrieving Wide-Area Motion Imagery Frames as Objects on an Object	13/774290	2/22/2013

Storage Device	20140055478	
Method and System of Storing Data Files	13/779390	2/27/2013
	20140156616	
Method and System for Retrieving Data in a Data File	13/779275	2/27/2013
	9239855	
Method and system of Requesting Information from a Server Computer	13/779303	2/27/2013
	20140156729	
Method and System for Accessing Data by a Client from a Server	13/797997	3/12/2013
	9178931	
Method and System for Storing Statistical Data of an Image	13/779251	2/27/2013
	20130170750	
Method and System for Providing a For a Wide Area Motion Imagery Discovery Using KML	13/784726	3/4/2013
	20140160281	
Container File for Large Format Imagery and Method of Creating the Container File and Organizing Data Within the Container File	13/963727	8/9/2013
	8768106	
Method of Processing a Viewport Within Large Format Imagery	13/963449	8/9/2013
	8755609	
Method of Inserting and Image Into a Container File	13/963908	8/9/2013
	8885940	
Method and System for Transmitting Data Over a Network Using Communication Protocol	14/688247	4/16/2015
	20150304459	
Container File for Large Format Imagery and Method of Creating the Container File and Organizing Data Within the Container File	14/279702	5/16/2014
	9129348	
Method of Creating or Updating a Container File for Storing Image Files	14/279785	5/16/2014
	9123092	
Method of Processing a Viewport Within Large Format Imagery	14/273096	5/8/2014
	9058642	
Method of Inserting an Image Into a Container File	14/509547	10/8/2014
	9129349	
Method of Making a Video Stream From a Plurality of Viewports Within Large Format Imagery	14/577265	12/19/2014
	9218637	

Method and System For Retrieving Data in a Data File	14/944919 20160072875	11/18/2015
Method of Creating or Updating a Container File For Storing Image Files	14/806143 20150324452	7/22/2015
Method and System of Transmitting Data Over a Network Using a Communication Protocol	14/688247 20150304459	4/16/2015
Method and System of Processing a Viewport Within Large Format Imagery	14/710163 20150242991	5/12/2015
Method and System for Providing a Federated Wide Area Motion Imagery Collection Service	13/791822 20140164426	3/8/2013
Method of Processing Viewport Within Large Format Imagery	Unfiled	Unfiled
Method and System for Encoding and Decoding Multiple Wide Area Surveillance Area-of-Interest	Pending	Unpublished
Method and System for Presenting Geo-Tagged Data within a Web Mapping Service	Unfiled	Unfiled

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HIPER SUITE	86907338	2/14/2016
HIPER EARTH	86901549	2/09/2016
HIPER DRIVE	86901544	2/09/2016
PIXIA	77237418	7/24/2007
	3491406	
KIOSK	86444468	11/04/2014
INSITE	86501606	1/13/2015
HIPER LOOK	85269333	3/17/2011
	4041682	
HIPER STARE	85269326	3/17/2011
	4041681	
HIPER WATCH	85269341	3/17/2011
	4158801	

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

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