OP \$40.00 86531529

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM379812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akana, Inc.		04/05/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Multiplier Capital, LP		
Street Address:	2 Wisconsin Circle, Suite 700		
City:	hevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Partnership: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86531529	AKANA

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F162357
NAME OF SUBMITTER:	Walter R. Mitchell
SIGNATURE:	/Walter R. Mitchell/
DATE SIGNED:	04/07/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 5, 2016 by and between Multiplier Capital, LP ("Multiplier") and Akana, Inc. a Delaware corporation ("Grantor"), with reference to the following facts:

- A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated on or about the date hereof (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)
- B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

To secure performance of all of its "Obligations" as defined in the Loan Agreement, 1. Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property (all of which shall collectively be called the "IP Collateral" for purposes of this Agreement), including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing. Notwithstanding the foregoing the IP Collateral shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "IP Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights,

title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Multiplier's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

- 2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.
- 3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Multiplier with at least 15 days prior written notice thereof, (ii) providing Multiplier with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Multiplier may reasonably request from time to time to perfect or continue the perfection of Multiplier's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Multiplier identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Multiplier.
- 4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

12100 Wilshire Blvd, Suite 1800 Los Angeles, CA 90025

Address of Multiplier:

2 Wisconsin Circle, Suite 700 Chevy Chase, MD 20815 Akana, Inc.

Titlen

Multiplier Capital, LP

By: Multiplier Capital GP, LLC, Its General

Partner

By___/_/_/ Title ///.ox

TRADEMARK

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SCHEDULE A

Trademarks

Trademark	Application Number	Registratio n Number	Country	Application Date	Registration Date	Class	Owner	Status
AKANA	86/531.529		United States of America	11-Feb-2015		09 Int., 42 Int.	SOA Software, Inc.	Opposed
BLUE TITAN SOFTWARE	76/379.378	2906933	United States of America	06-Mar-2002	30-Nov-2004	09 Int., 42 Int.	Blue Titan Software, Inc.	Cancelled
DE and DESIGN	76/382,704		United States of America	I5-Mar-2002	02-May-2006	09 Int.	SOA Software, Inc.	Cancelled
DIGITAL EVOLUTION	76/373.303		United States of America	20-Feb-2002	04-Apr-2006	42 Int.	SOA Software, Inc.	Cancelled
DIGITAL EVOLUTION	76/373.307		United States of America	20-Feb-2002	18-Dec-2007	09 Int.	SOA Software, Inc.	Cancelled
SOA FABRIC	78/296,867		United States of America	05-Sep-2003	24-May-2005	09 Int.	Blue Titan Software, Inc.	Cancelled
SOA SOFTWARE ATMOSPHERE	77/926.100		United States of America	02-Feb-2010		09 Int 42 Int.	SOA Software, Inc.	Abandoned

SCHEDULE B

Patents and Patent Applications

Patent Number	Date Issued	Jurisdiction	Patent Name
Akana			
7,275,104	9/25/2007	United States	Web-Services-Based Data Logging System Including Multiple Data Logging Service Types
7,296,061	11/13/2007	United States	Distributed Web Services Network Architecture
7,610,386	10/27/2009	United States	Stateful Messaging Gateway
7,349,980	03/25/2008	United States	Network Publish/Subscribe System Incorporating Web Services Network Routing Architecture
7,529,805	05/05/2009	United States	Distributed Web Services Network Architecture
7,853,643	12/14/2010	United States	Web Services-Based Computing Resource Lifecycle Management
7,788,403	08/31/2010	United States	Network Publish/Subscribe System Incorporating Web Services Network Routing Architecture
7,546,284	06/09/2009	United States	Virtual Message Persistence Service
7,370,075	05/06/2008	United States	Method and Apparatus for Managing Web Services within a Computer Network System
8,332,376	12/11/2012	United States	Virtual Message Persistence Service
8,255,485	08/28/2012	United States	Web Services-Based Computing Resource Lifecycle Management
7,080,355	July 18, 2006	United States	Targeted Asset Capture, Identification and Management
7,149,734	December 12, 2006	United States	Managing Reusable Software Assets
7,200,805	April 3, 2007	United States	Dynamic Generation of Schema Information for Data on Data Description languages
7,322,024	January 22, 2008	United States	Generating Reusable Software Assets from Distributed Artifacts
7,895,563	February 22, 2011	United States	Managing Reusable Software Assets (continuation)
8,412,813	April 2, 2013	United States	Customizable Asset Governance for a Distributed Reusable Software Library
9,235,386	January 12, 2016	United States	Generating Reusable Software Assets from Distributed Artifacts
ogicLibrary			200000000000000000000000000000000000000
2002346038	September 11, 2008	Australia	Managing Reusable Software Assets
2003225697	August 6, 2009	Australia	Dynamic Generation of Schema Information for Data on Data Description languages
2,479,310	April 27, 2010	Canada	Dynamic Generation of Schema Information for Data on Data Description languages
2,451,523	January 3, 2012	Canada	Managing Reusable Software Assets
2607129	September 30, 2014	Canada	Customizable Asset Governance for a Distributed

Patent Applications:			
Application Number	Filing Date		Application Name
Akana		***************************************	
10/423,064	4/25/2003	United States	Metadata-Driven Service Level Performance Instrumentation
10/412,176	4/11/2003	United States	Distributed Web Services-based Command and Control Framework
10/775,654	02/09/2004	United States	Legacy Applications as Web Services
PCT/US2015/047483	August 28, 2015	Patent	Dynamic Ontology Schema Generation And Asset
LogicLibrary			550
PCT/US02/20962	June 28, 2002	Patent	Managing Reusable Software Assets
03 744 725.7-2201	September 15, 2004	European Patent	Dynamic Generation of Schema Information for Data
PCT/US03/06903	March 5, 2003	Patent	Dynamic Generation of Schema Information for Data
6770546.7	May 17, 2006	European Patent	Customizable Asset Governance for a Distributed

SCHEDULE C

Copyrights Registered with the United States Copyright Office

None

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RECORDED: 04/07/2016