

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389209

<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>
Blazent, Inc.		06/23/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending & Leasing VII, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>Name:</b>	Venture Lending & Leasing VIII, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3151243	BLAZENT	
<b>Registration Number:</b>	3311480		
<b>Registration Number:</b>	4559275		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157774961		
<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>	415 981 1400		
<b>Email:</b>	nsust@greeneradovsky.com		
<b>Correspondent Name:</b>	JEFFREY T. KLUGMAN		
<b>Address Line 1:</b>	FOUR EMBARCADERO CENTER, SUITE 4000		
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	JEFFREY T. KLUGMAN		

OP \$90.00 3151243

<b>SIGNATURE:</b>	/JEFFREY T. KLUGMAN/
<b>DATE SIGNED:</b>	06/24/2016
<b>Total Attachments: 10</b> source=Blazent, Inc. - 78-0274 IPSA#page1.tif source=Blazent, Inc. - 78-0274 IPSA#page2.tif source=Blazent, Inc. - 78-0274 IPSA#page3.tif source=Blazent, Inc. - 78-0274 IPSA#page4.tif source=Blazent, Inc. - 78-0274 IPSA#page5.tif source=Blazent, Inc. - 78-0274 IPSA#page6.tif source=Blazent, Inc. - 78-0274 IPSA#page7.tif source=Blazent, Inc. - 78-0274 IPSA#page8.tif source=Blazent, Inc. - 78-0274 IPSA#page9.tif source=Blazent, Inc. - 78-0274 IPSA#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June 23, 2016, by and among BLAZENT, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VII, INC., a Maryland corporation ("VLL7"), and VENTURE LENDING & LEASING VIII, INC., a Maryland corporation ("VLL8", and collectively with VLL7 sometimes referred to herein individually or together as "Secured Party").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith among Grantor, as borrower, and VLL7 and VLL8, as lenders (the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "IP Collateral") for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof, all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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.

Notwithstanding the foregoing the term "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 Secured Party'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. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the IP Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the IP Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the IP Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the IP Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the IP Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of its material Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld or delayed;

(f) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except in the case of clauses (i) and (ii) of this clause (e) with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the IP Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such other action, in each case as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all IP Collateral.

(b) Grantor hereby irrevocably appoints each of VLL67 and VLL78 as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its reasonable discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Grantor where permitted by law, and

(iii) after the occurrence and during the continuance of an Event of Default, subject to Part 2, Section 3 of the Supplement, to transfer the IP Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by all parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL7, on the one hand, and Grantor and VLL8, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL7 and VLL8. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL7 and VLL8, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL7 and VLL8, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL7 and/or VLL8 independently of one another. The security interests granted by Grantor to each of VLL7 and VLL8 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

*[Signature Pages Follow]*

*[Signature page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

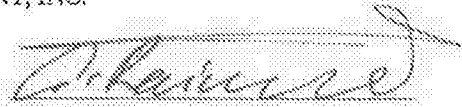
Address of Grantor:

1633 Bayshore Hwy., Suite 341  
Burlingame, CA 94010  
Attn:

GRANTOR:

BLAZENT, INC.

By:



Name:

THOMAS PALLAS

Its:

CFO

Address of Secured Party:

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By:

Name:

Its:

Address of Secured Party:

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VIII, INC.

By:

Name:

Its:

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

1633 Bayshore Hwy., Suite 341  
Burlingame, CA 94010  
Attn:

BLAZENT, INC.

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

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

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VII, INC.

By: 

Name: Rudy Ruano

Its: Investment Partner

Address of Secured Party:

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VIII, INC.

By: 

Name: Rudy Ruano

Its: Investment Partner



EXHIBITS TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT A

Copyrights

None.

48535/0274  
TAP/480041.3

TRADEMARK  
REEL: 005821 FRAME: 0101

EXHIBIT B



Patents

Title	Application Number	Status
Real time Content Targeting System for Audio Video Media	60244015	Expired.
Method and Apparatus For Managing Resources	10/135,864	Patent Issued 8/24/04 under No. <del>7,822,150</del> . Annuities and fees paid on 1/31/16
Method and Apparatus for Managing Hardware Resources	10/136,184	Application abandoned 4/16/08.
Method and Apparatus for Tracking Browser Utilization	10/136,178	Application abandoned 4/8/08.
System for Managing Resources	10/136,177	Patent Issued 3/6/07 under No. <del>7,188,170</del> . Maintenance fee paid 9/7/10.
System and Method for Filtering Collected Data	11/554,623	Application abandoned 10/16/09.
System and Method for Storing and Aggregating Data	11/554,632	Patent Denied. Appeal Abandoned
Method and Apparatus for Managing Software Resources	10/144,655	Application Abandoned 4/30/08.
Method and Apparatus for Tracking Browser Events	10/144,446	Application Abandoned 7/9/08.
Method and System for Filtering, organizing and presenting selected information as a function of business dimensions	11/042,579	Application Abandoned 12/22/10.
Method and System for Filtering, organizing and presenting selected information as a function of business dimensions	PCT/US05035022	inactive.
Method and System for Filtering, organizing and presenting selected information as a function of business dimensions	2580345	Application Abandoned 9/30/10.
Method and System for Filtering, organizing and presenting selected information as a function of business dimensions	1311KOLNP2007	Application Abandoned.
Method and System for Filtering, organizing and presenting selected information as a function of business dimensions	58029521	Application Abandoned.
Method and Apparatus for Identifying and cataloging software assets	11/057,647	Application Abandoned 11/20/09.
Method and Apparatus for Identifying and cataloging software assets	PCT/US0604421	Inactive.

Title	Application Number	Status
Method and Apparatus for Identifying and cataloging software assets	2597543	Application Abandoned 2/9/10.
Method and Apparatus for Identifying and cataloging software assets.	67345801	Application Abandoned.
Method and Apparatus for Identifying and cataloging software assets	3271KOLNP2007	Application Abandoned.
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	60999275	Expired.
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	<del>12/288,199</del>	Response to Office Action due 6/14/2016
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	<del>12/316,679</del>	Response to Final Office Action submitted 12/3/12
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	Not yet assigned	On hold pending instructions from the Company to patent counsel to resume.
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	Not yet assigned	On hold pending instructions from the Company to patent counsel to resume.
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	Not yet assigned	On hold pending instructions from the Company to patent counsel to resume.
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	Not yet assigned	On hold pending instructions from the Company to patent counsel to resume.
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	Not yet assigned	On hold pending instructions from the Company to patent counsel to resume.
Method and Apparatus for Gathering and Organizing Information Pertaining to an Entity	PCT/US2009060647	Inactive. No foreign filing.

EXHIBIT C

Trademarks

Description	U.S. Registration/Application Number	Registration Date
BLAZENT	3151243	10/3/06
	3311480	10/16/07
	4559275 (prior registrations 3323037 and 3311480)	7/1/2014
DATA INTELLIGENCE. REDEFINED.	Not available yet	Published for opposition 1/26/2016