

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOGRHYTHM, INC.		08/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	380 Interlocken Crescent, Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4840764	LOGRHYTHM	
Registration Number:	4979262	LOGRHYTHM	
Registration Number:	3446759	LOGRHYTHM	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	08/26/2016		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 17, 2016 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("Bank") and **LOGRHYTHM, INC.**, a Delaware corporation, with its principal place of business at 4780 Pearl East Circle, Boulder, Colorado 80301 ("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 (i) Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of May 31, 2013, as amended by a certain First Loan Modification Agreement dated as of May 21, 2015, as further amended by a certain Second Loan Modification Agreement dated as of September 28, 2015, as further amended by a certain Third Loan Modification Agreement dated as of January 13, 2016, and as further amended by a certain Fourth Loan Modification Agreement dated as of even date herewith and (ii) Mezzanine Loan and Security Agreement by and between Bank and Grantor dated as of September 28, 2015, as amended by a certain First Loan Modification Agreement dated as of even date herewith (as the same have been as and may be further amended, modified or supplemented from time to time, collectively, 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 (other than obligations in connection with the Warrant), 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 State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado 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:

LOGRHYTHM, INC.

By: 

Title: CFO

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:

LOGRHYTHM, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Grantor has no registered copyrights.

EXHIBIT B

Patents

Title	Type	Country	App No.	Filing Date	Patent No.	Issue Date	Status
SYSTEM FOR LOG COLLECTION, STRUCTURING AND PROCESSING	Provisional	US	60/735,482	11/12/2005			ABANDONED
LOG COLLECTION, STRUCTURING AND PROCESSING	Non-Provisional	US	11/559,352	11/13/2006	7,653,633	1/26/2010	ISSUED
SYSTEM FOR LOG COLLECTION, STRUCTURING AND PROCESSING	PCT	WO	PCT/US2006/044044	11/13/2006			ABANDONED
LOG COLLECTION, STRUCTURING AND PROCESSING	National Phase	AU	2006315555	11/13/2006	2006315555	5/3/2012	ISSUED
LOG COLLECTION, STRUCTURING AND PROCESSING	National Phase	CA	2,629,279	11/13/2006			PENDING
LOG COLLECTION, STRUCTURING AND PROCESSING	National Phase	EP	06827773.0	11/13/2006	1955159	7/4/2012	ISSUED
LOG COLLECTION, STRUCTURING AND PROCESSING	Continuation	US	12/693,135	1/25/2010	8,032,489	10/4/2011	ISSUED
LOG COLLECTION, STRUCTURING AND PROCESSING	Continuation-in-Part	US	13/175,677	7/1/2011			PENDING
LOG COLLECTION, STRUCTURING AND PROCESSING	Non-Provisional	US	13/175,674	7/1/2011	9,384,112	7/6/2016	ISSUING
SYSTEM FOR LOG COLLECTION, STRUCTURING AND PROCESSING	Provisional	US	61/360,815	7/1/2010			ABANDONED
ADVANCED INTELLIGENCE ENGINE	Provisional	US	61/417,114	11/24/2010			ABANDONED
LOG COLLECTION, STRUCTURING AND PROCESSING	Non-Provisional	US	13/427,694	3/22/2012			PENDING
SCALABLE ANALYTICAL PROCESSING OF STRUCTURED DATA	Non-Provisional	US	13/303,526	11/23/2011	8,543,694	9/24/2013	ISSUED
LOG COLLECTION, STRUCTURING AND PROCESSING	Provisional	US	61/466,693	3/23/2011			ABANDONED
ADVANCED INTELLIGENCE ENGINE	PCT	WO	PCT/US2011/062079	11/23/2011			ABANDONED
LOG COLLECTION, STRUCTURING AND PROCESSING	National Validation	FR	06827773.0	11/13/2006	1955159	7/4/2012	ISSUED
LOG COLLECTION, STRUCTURING AND PROCESSING	National Validation	DE	06827773.0	11/13/2006	1955159	7/4/2012	ISSUED
LOG COLLECTION, STRUCTURING AND PROCESSING	National Validation	GB	06827773.0	11/13/2006	1955159	7/4/2012	ISSUED
LOG COLLECTION, STRUCTURING AND PROCESSING	National Validation	IE	06827773.0	11/13/2006	1955159	7/4/2012	ISSUED
STATISTICAL TRENDING AND WHITELIST MONITORING OF LOG DATA	Provisional	US	61/775,995	3/11/2013			ABANDONED

ADVANCED INTELLIGENCE ENGINE	National Phase	EP	11843904.1	11/23/2011			PENDING
ADVANCED INTELLIGENCE ENGINE	National Phase	AU	2011332881	11/23/2011			PENDING
ADVANCED INTELLIGENCE ENGINE	National Phase	CA	2,817,576	11/23/2011		6/7/2016	ISSUED
ADVANCED INTELLIGENCE ENGINE	Continuation	US	14/026,834	9/13/2013			PENDING
ADVANCED INTELLIGENCE ENGINE	Continuation-in-Part	US	14/205,050	3/11/2014			ABANDONED
ADVANCED INTELLIGENCE ENGINE	Continuation-in-Part	US	14/518,052	10/20/2014			PENDING
ADVANCED INTELLIGENCE ENGINE	Divisional	CA	2,914,169	11/23/2011			PENDING
RISK BASED PRIORITY PROCESSING OF DATA	Non-Provisional	US	15/187,947	6/21/2016			PENDING
LOG COLLECTION, STRUCTURING AND PROCESSING	Continuation	US	15/179,342	6/10/2016			PENDING

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>
LOGRHYTHM	United States	4840764	10/27/2015	Registered
LOGRHYTHM	United States	4979262	6/14/2016	Registered
LOGRHYTHM	United States	3446759	6/10/2008	Registered
LOGRHYTHM	Argentina	3438410	9/4/2015	Pending
LOGRHYTHM	Australia (IR)	1269459	2/11/2016	Registered
LOGRHYTHM	Brazil	909967369	9/10/2015	Pending
LOGRHYTHM	Canada	1745388	9/10/2015	Pending
LOGRHYTHM	China (IR)	1269459	9/2/2015	Pending
LOGRHYTHM	European Union	1128039	6/8/2012	Registered
LOGRHYTHM	European Union (IR)	1269459	9/2/2015	Pending
LOGRHYTHM	International Register (European Community)	1128039	6/8/2012	Registered
LOGRHYTHM	International Register (China, European Union, Israel, India, Japan, South Korea, Mexico, Russia, Switzerland)	1269459	9/2/2015	Registered
LOGRHYTHM	India (IR)	1269459	9/2/2015	Pending
LOGRHYTHM	Israel (IR)	1269459	9/2/2015	Pending
LOGRHYTHM	Japan (IR)	1269459	9/2/2015	Pending
LOGRHYTHM	Mexico (IR)	1269459	9/2/2015	Pending
LOGRHYTHM	Russia (IR)	1269459	9/2/2015	Pending
LOGRHYTHM	Saudi Arabia	1436026051	1/13/2016	Registered
LOGRHYTHM	South Korea (IR)	1269459	9/2/2015	Registered
LOGRHYTHM	Switzerland	1269459	9/2/2015	Pending
LOGRHYTHM	United Arab Emirates	243015	11/3/2015	Pending

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Not applicable

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