

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLANETRISK, INC.		09/15/2016	Corporation: DELAWARE
ANALYTIC STRATEGIES, LLC		09/15/2016	Limited Liability Company: VIRGINIA
PLANETRISK MERGER SUB, LLC		09/15/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
Internal Address:	HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4261108	SEE. DECIDE. TAKE CONFIDENT ACTION.
Registration Number:	4382106	I
Registration Number:	2554249	IMAPDATA
Registration Number:	4378512	IMAPDATA
Registration Number:	4351402	IMAPDATA
Registration Number:	4351403	IMAPDATA
Registration Number:	4363289	IMAPDATA
Registration Number:	4860599	IMAPDATA
Registration Number:	4757589	
Serial Number:	86825465	PLANETRISK VISIONARY ANALYTICS
Registration Number:	4757612	THE SMARTER WAY TO MITIGATE RISK
Serial Number:	86584426	BEHAVIORIX
Registration Number:	4739564	PLANETRISK
Registration Number:	4748706	WHAT IS YOUR RISK?
Serial Number:	86928213	YOUR WORLD MADE SAFER

TRADEMARK

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:** 202-370-4790**Email:** IPTEAM@NATIONALCORP.COM**Correspondent Name:** PAUL TATE**Address Line 1:** 1025 VERMONT AVENUE, NW #1130**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD.**Address Line 4:** WASHINGTON, D.C. 20005**ATTORNEY DOCKET NUMBER:** F165460**NAME OF SUBMITTER:** Andrew Nash**SIGNATURE:** /Andrew Nash/**DATE SIGNED:** 09/16/2016**Total Attachments: 9**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 15, 2016 by and between (i) **SILICON VALLEY BANK** (“Bank”) and (ii) **PLANETRISK, INC.**, a Delaware corporation (“PlanetRisk”), **ANALYTIC STRATEGIES, LLC**, a Virginia limited liability company (“Analytic”), and **PLANETRISK MERGER SUB, LLC**, a Delaware limited liability company (“MergerSub”, and together with PlanetRisk and Analytic, each and together, jointly and severally, “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 set forth in the Loan Agreement, 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 and this 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 Intellectual Property that constitutes 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 its 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 that constitutes Collateral as set forth in the Loan Agreement (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 service mark 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 associated 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, as applicable and with respect to the applicable Intellectual Property, 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 the other Loan 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:

PLANETRISK, INC.

By: 

Name: Paul McQuillan

Title: President and Chief Executive Officer

ANALYTIC STRATEGIES, LLC

By: 

Name: Paul McQuillan

Title: Manager

PLANETRISK MERGER SUB, LLC

By: 

Name: Paul McQuillan

Title: Manager

BANK:

SILICON VALLEY BANK

By: _____

Name:

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:

PLANETRISK, INC.

By: _____
Name: Paul McQuillan
Title: President and Chief Executive Officer

ANALYTIC STRATEGIES, LLC

By: _____
Name: Paul McQuillan
Title: Manager

PLANETRISK MERGER SUB, LLC

By: _____
Name: Paul McQuillan
Title: Manager

BANK:

SILICON VALLEY BANK

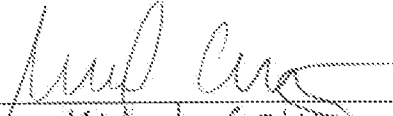
By: 
Name: Michael Copty
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
SEE. DECIDE. TAKE CONFIDENT ACTION.	4,261,108	12/18/2012	PlanetRisk, Inc.
I and Design (b/w small globe)	4,382,106	08/13/2013	PlanetRisk, Inc.
			
IMAPDATA	2,554,249	03/26/2002	PlanetRisk, Inc.
IMAPDATA	4,378,512	08/06/2013	PlanetRisk, Inc.
IMAPDATA	4,351,402	06/11/2013	PlanetRisk, Inc.
IMAPDATA and Design	4,351,403	06/11/2013	PlanetRisk, Inc.
			
IMAPDATA and Design	4,363,289	07/09/2013	PlanetRisk, Inc.
			
IMAPDATA and Design	4,860,599	11/24/2015	PlanetRisk, Inc.
			
Miscellaneous Design (Sphere design)	4,757,589	06/16/2015	PlanetRisk, Inc.
			
PLANETRISK VISIONARY ANALYTICS	86/825465	11/19/2015	PlanetRisk, Inc.
THE SMARTER WAY TO MITIGATE RISK	4,757,612	06/16/2015	PlanetRisk, Inc.
BEHAVIORIX	86/584426	04/01/2015	Planetrisk Merger Sub, LLC
PLANETRISK	4,739,564	05/19/2015	Planetrisk Merger Sub, LLC
WHAT IS YOUR RISK?	4,748,706	06/02/2015	Planetrisk Merger Sub, LLC
YOUR WORLD MADE SAFER	86/928213	07/26/2016	PlanetRisk, Inc.

EXHIBIT D

Mask Works

None.