

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verimatrix, Inc.		09/08/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86582427	VERSPECTIVE	
Serial Number:	85125409	STREAMMARK	
Serial Number:	78943599	VIEWRIGHT	
Serial Number:	78705216	VIDEOMARK	
Serial Number:	77563844	VERIMATRIX	
Serial Number:	77573492	VERIMATRIX	
Serial Number:	76242991	VERIMATRIX	
Serial Number:	76977744	VERIMATRIX	
CORRESPONDENCE DATA			
Fax Number:	8586771401		
<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:	858-677-1400		
Email:	derek.montebianco@dlapiper.com		
Correspondent Name:	DLA Piper LLP US		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		

CH \$215.00 86582427

DATE SIGNED:

09/20/2016

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and VERIMATRIX, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and VERIMATRIX INTERNATIONAL, INC. dated the Effective Date (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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 or 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.

Notwithstanding the foregoing, the grant of a security interest hereunder shall not include any "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.

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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. 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.

6. 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.

7. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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:

VERIMATRIX, INC.

By: Thomas A. Heenan
Title: CEO

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:

VERIMATRIX, INC.

By: _____
Title: _____

BANK:

SILICON VALLEY BANK

By: *David Huey*
Title: *VP*

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>
Analyzing digital frequencies for smart cards	Germany	19923231.8	Jan 11, 2001
Apparatus and method for securing data on a smart card	Germany	19923232.6	Apr 19, 2001
Reproduction protection of secrets on smart cards	Germany	19953321.0	Jun 9, 2001
Handling system for information cards	Germany	19908823.3	Feb 19, 2004
Bidirectional broadcasting system	France	1070398	Oct 6, 2004
Bidirectional broadcasting system	Germany	1070398	Oct 6, 2004
Bidirectional broadcasting system	Switzerland	1070398	Oct 6, 2004
Bidirectional broadcasting system	United Kingdom	1070398	Oct 6, 2004
Prevention of reproduction of secrets on a chip card	France	1226561	May 25, 2005
Prevention of reproduction of secrets on a chip card	Germany	1226561	May 25, 2005
Prevention of reproduction of secrets on a chip card	Switzerland	1226561	May 25, 2005
Prevention of reproduction of secrets on a chip card	United Kingdom	1226561	May 25, 2005
Method and Apparatus For Decoding Broadband Data	Brazil	PI0518243-3	Oct 19, 2005
Method and Apparatus For Decoding Broadband Data	EPO	05803715.1-1244	Oct 19, 2005
Test De Qualite Video Et Audio Method and system for testing the ability of a device to produce an error-free video and/or audio signal and recording medium containing instructions for the implementation of said method	France	03 08124	Oct 28, 2005
Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity of at least one software program which is transmitted to an encryption/decryption module and recoding media for implementing such method	France	03 00525	Jan 27, 2006

Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity ...	Belguim	1584190	Jul 12, 2006
Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity ...	Germany	P60306815.4	Jul 12, 2006
Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity ...	Spain	2271693	Jul 12, 2006
Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity ...	France	1584190	Jul 12, 2006
Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity ...	Luxembourg	1584190	Jul 12, 2006
Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity ...	Monaco	1584190	Jul 12, 2006
Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity ...	Switzerland	1584190	Jul 12, 2006
Network Security System and Method	EPO	07718230.1	Jan 19, 2007
Apparatus and method for data packet transmission	Austria	1359720	Feb 21, 2007
Apparatus and method for data packet transmission	Germany	1359720	Feb 21, 2007
Apparatus and method for data packet transmission	Switzerland	1359720	Feb 21, 2007
Apparatus and method for data packet transmission	France	1359720	Feb 21, 2007
Apparatus and method for data packet transmission	United Kingdom	1359720	Feb 21, 2007
Efficient Application of Video Marking Technologies	China	2007800245384	May 16, 2007
Efficient Application of Video Marking Technologies	EPO	07783843.1	May 16, 2007
Method and System for Protecting Ownership Rights of Digital Content Files	US	7240196	Jul 3, 2007
System and Method for Defining Programmable Processing Steps Applied When Protecting The Data	S. Korea	10-2009-7026293	May 16, 2008

System and Method for Defining Programmable Processing Steps Applied When Protecting The Data	China	201310426022.X	May 16, 2008
System and Method for Defining Programmable Processing Steps Applied When Protecting The Data	EPO	08755715.3	May 16, 2008
Network-Based Content Distribution System	US	7426750	Sep 16, 2008
Covert and Robust Mark for Media Identification	US	7430302	Sep 30, 2008
Method and Apparatus For Decoding Broadband Data	Germany	10 2004 052 101.8	Jan 15, 2009
Efficient Watermarking Approaches of Compressed Media	EPO	09774601.0	Jul 6, 2009
Efficient Application of Video Marking Technologies	US	7738677	Jun 15, 2010
Systems and Methods for Detecting Clone Playback Devices	US	12840094	Jul 20, 2010
Method for Protecting Keys	Germany	11 2005 001 837.7-09	Sep 16, 2010
Method for generating a secret key	Germany	1387520	Nov 3, 2010
Method for generating a secret key	Netherlands	1387520	Nov 3, 2010
Method for generating a secret key	Switzerland	1387520	Nov 3, 2010
Securisation Des Logiciels Telecharges; Method and system for guaranteeing the integrity ...	Japan	4679903	Feb 10, 2011
Systems and Methods for Securing Content Delivered Using a Playlist	EPO	11745281.3	Feb 17, 2011
Systems and Methods for Securing Content Delivered Using a Playlist	US	13579020	Nov 7, 2012
Diversification De Cles; Method for Sharing Information Cipherring/Decipherring Key and Key Sharing System and Access Control System Applying the Same	EPO	11305483.7	Apr 22, 2011
Device Authentication for Secure Key Retrieval for Adaptive Streaming Media Players	China	201180028901.6	May 4, 2011
Device Authentication for Secure Key Retrieval for Streaming Media Players	EPO	11778315.9	May 4, 2011
Covert and Robust Mark for Media Identification	Germany	1917625	May 25, 2011
Covert and Robust Mark for Media Identification	Finland	1917625	May 25, 2011

Covert and Robust Mark for Media Identification	France	1917625	May 25, 2011
Covert and Robust Mark for Media Identification	Switzerland	1917625	May 25, 2011
Covert and Robust Mark for Media Identification	United Kingdom	1917625	May 25, 2011
Covert and Robust Mark for Media Identification	Netherlands	1917625	May 25, 2011
Covert and Robust Mark for Media Identification	Sweden	1917625	May 25, 2011
Content Delivery Proxy System and Method	US	7962947	Jun 14, 2011
Systems and Methods for Detecting Clone Playback Devices	CN	201080041812.0	Jul 20, 2011
Systems and Methods for Detecting Clone Playback Devices	EPO	10802795.4	Jul 20, 2011
Off- Line Content Delivery System with Layered Encryption	Australia	2010276315	Jul 20, 2011
Digital Rights Domain Management For Secure Content Distribution In A Local Network	EPO	11810374.6	Jul 20, 2011
Movie Studio-based Network Distribution System and Method	US	8037506	Oct 11, 2011
Protection D'un Calcul Cryptographique Method and system for protecting information via a control word	EPO	11306571.8	Nov 28, 2011
Network Security System and Method	US	8127346	Feb 28, 2012
Network User Authentication System and Method	US	8181262	May 15, 2012
Multi-source Bridge Content Distribution System and Method	US	8191098	May 29, 2012
Systems and Methods for Performing Semantic Analysis of Media Objects	US	13266761	Jun 15, 2012
Diversification De Cles; Method for sharing information ciphering/deciphering key and key sharing system and access control system applying the same	France	10 53170	Jun 29, 2012
Network Security System and Method	China	ZL200780002623.0	Sep 12, 2012

Covert and Robust Mark for Media Identification	China	200680032570.2	Oct 10, 2012
Generation Et Verification Accelerrees De Signatures Process for the cryptographic signature of messages, process for signature verification and device for the implementation of such signature and verification	EPO	EP20120189812	Oct 24, 2012
Device Authentication for Secure Key Retrieval for Streaming Media Players	US	13695497	Mar 18, 2013
Digital Rights Domain Management For Secure Content Distribution In A Local Network	US	13810886	Mar 26, 2013
System and Method for Defining Programmable Processing Steps Applied When Protecting The Data	US	13932801	Jul 1, 2013
System and Method for Defining Programmable Processing Steps Applied When Protecting The Data	US	8478980	Jul 2, 2013
Protection D'un Calcul Cryptographique; Method and system for protecting information via a control word	France	10 59936	Jul 12, 2013
Systems and Methods for Rapid Content Switching to Provide a Linear TV Experience Using Streaming Content Distribution	US	13945871	Jul 18, 2013
Systems and Methods for Rapid Content Switching to Provide a Linear TV Experience Using Streaming Content Distribution	EPO	138197793.3	Jul 18, 2013
Efficient Watermarking Approaches of Compressed Media	US	8515123	Aug 20, 2013
Content Delivery Proxy System and Method	Germany	2210190	Sep 11, 2013
Content Delivery Proxy System and Method	France	2210190	Sep 11, 2013
Content Delivery Proxy System and Method	United Kingdom	2210190	Sep 11, 2013
Security and Key Management of Digital Content	US	14048970	Oct 8, 2013
System and Method for Defining Programmable Processing Steps Applied When Protecting The Data	China	ZL200880016538.4	Oct 16, 2013
Off-Line Content Delivery System with Layered Encryption	US	8600062	Dec 3, 2013

Efficient Application of Video Marking Technologies	S. Korea	10-1352830	Jan 13, 2014
Covert and Robust Mark for Media Identification	S. Korea	10-1361591	Feb 5, 2014
Security and Key Management of Digital Content	PCT	PCTUS201423571	Mar 11, 2014
Reformatting Media Streams to Include Auxiliary Data	US	14213919	Mar 14, 2014
Generation Et Verification Accelerees De Sigature; Process for the cryptographic signature of messages, process for signature verification and device for the implementation of such signature and verification	France	1159809	Apr 18, 2014
Enhanced Cablecard Processor Including OOB Simulator	US	8826362	Sep 2, 2014
Network User Authentication System and Method	Germany	1905191	Sep 3, 2014
Network User Authentication System and Method	France	1905191	Sep 3, 2014
Network User Authentication System and Method	United Kingdom	1905191	Sep 3, 2014
Efficient Watermarking Approaches of Compressed Media	China	ZL200980134546.3	Oct 22, 2014
System and Method for Synchronized Key Derivation Across Multiple Conditional Access Servers	PCT	PCTUS2014063585	Oct 31, 2014
Systems and Methods for Using Content Protection Signaling to Collect Audience Measurement Data	PCT	PCT/US2014/073078	Dec 31, 2014
Efficient Watermarking Approaches of Compressed Media	US	8995711	Mar 31, 2015
Protection D'un Calcul Cryptographique Process for the protection of cryptographic circuitry with corresponding system	France	12 55742	Jun 13, 2015
Security and Key Management of Digital Content	EPO	14768975.6	Aug 21, 2015
Network security system and method	US	11625044	Jan 19, 2007
Security monitoring system and method for network distribution of digital content	US	11680492	Feb 28, 2007
Web based human services conferencing network	US	09782702	Feb 12, 2001

System and method for connecting entertainment media servers to local video shop inventories	US	11928993	Oct 30, 2007
System and method for aggregating, editing, and distributing content	US	11994189	Apr 23, 2008
Pre-programmed optical disc designed for secure game players allowing for pay television services	US	12092816	May 6, 2008
Network-based content distribution system	US	12189503	Aug 11, 2008
Systems and methods for performing semantic analysis of media objects	US	14970386	Dec 15, 2015
Digital rights domain management for secure content distribution in a local network	US	14970390	Dec 15, 2015
Device authentication for secure key retrieval for streaming media players	US	14986799	Jan 4, 2016

EXHIBIT C

Trademarks

<u>Description</u>			<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VERIMATRIX	CL 9	US	3024002	Dec 6, 2005
V-TRADE	CL 36	Hong Kong	300843552	Oct 15, 2007
V-TRADE	CL 36	Taiwan	1310345	Jun 1, 2008
V-TRADE	CL 36	CTM	6153969	Aug 19, 2008
VERIMATRIX	CL 42	US	3496359	Sep 2, 2008
VIEWRIGHT	CL 9	US	3497258	Sep 2, 2008
VERIMATRIX and Design	CL 42	US	3602371	Apr 7, 2009
VERIMATRIX and Design	CL 9	US	3606016	Apr 14, 2009
VERIMATRIX	CL 9, CL 42	CTM	7244809	Jul 14, 2009
VIDEOMARK	CL 9	US	3797612	Jun 1, 2010
STREAMMARK	CL 9	EU	009785395	Aug 16, 2011
STREAMMARK	CL 9	US	4046660	Oct 25, 2011
VERSPECTIVE	CL 42	US	86582427	Mar 31, 2015

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None