

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visual IQ, Inc.		01/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4931647	VISUAL IQ	
Registration Number:	4776669	IQ DEPLOY	
Registration Number:	4726367	IQ DEPLOY	
Registration Number:	4599484	IQ INSIGHT	
Registration Number:	4599483	IQ INSIGHT	
Registration Number:	4106701	IQ SAGE	
Registration Number:	4106700	IQ SAGE	
Registration Number:	4089909	IQ ENVOY	
Registration Number:	4089907	IQ ENVOY	
Registration Number:	4067869	TRUEMETRICS	
Registration Number:	4067868	TRUEATTRIBUTION	
Registration Number:	3951597	AUDIENCE IQ	
Registration Number:	3674035	VISUAL IQ	
Registration Number:	3674034	VISUAL IQ	
Serial Number:	86228466	DIALOG IQ	
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>			

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TRADEMARK

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: F167598

NAME OF SUBMITTER: Kimberly Calvi

SIGNATURE: /Kimberly Calvi/

DATE SIGNED: 01/05/2017

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 3, 2017 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **VISUAL IQ, INC.**, a Delaware corporation, with its principal place of business located at 75 Second Avenue, Suite 330, Needham, Massachusetts 02494 ("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 Amended and Restated 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, 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, 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, all of Grantor's right, title and interest in, to and under 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 copyright registrations and copyright applications 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 trademark registrations and trademark applications 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 mask work registrations and mask work applications 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 Intellectual Property Collateral does not include: (a) rights of Grantor held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); or (b) "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.

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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

VISUAL IO, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

(see attached)

US PATENTS/PATENT APPLICATIONS (IF PUBLISHED)

SERIAL NO.	FILING DATE	PUBL. NO.	PUBL. DATE	PATENT NO.	ISSUE DATE	NOTES
13/492,493	06/08/2012	2013/0332264	12/12/2013	9183562	11/10/2015	
13/789,453	03/07/2013	2014/0257966	09/11/2014			
13/789,459	03/07/2013	2014/0257972	09/11/2014			
14/145,521	12/31/2013	2015/0186927	07/02/2015			
14/145,625	12/31/2013	2015/0186924	07/02/2015			
14/322,353	07/02/2014	2015/0186926	07/02/2015			
14/465,838	08/22/2014	2016/0055519	02/25/2016			
14/584,494	12/29/2014	2015/0186925	07/02/2015			
14/584,588	12/29/2014	2015/0186928	07/02/2015			
14/585,728	12/30/2014	2016/0189205	06/30/2016			
14/972,801	12/17/2015	2016/0210657	07/21/2016			
14/973,246	12/17/2015	2016/0210658	07/21/2016			
14/978,403	12/22/2015	2016/0210641	07/21/2016			
14/978,489	12/22/2015	2016/0210661	07/21/2016			
14/978,609	12/22/2015	2016/0210659	07/21/2016			
14/969,773	12/15/2015	2016/0210656	07/21/2016			

FOREIGN PATENTS/PATENT APPLICATIONS (IF PUBLISHED)

NONE PENDING

EXHIBIT C

Trademarks

(see attached)

TRADEMARK REGISTRATIONS/APPLICATIONS

WORD MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	NOTES
DIALOG IQ	86/228,466	03/21/2014			
VISUAL IQ	86/673,762	06/25/2015	4931647	04/05/2016	
IQ DEPLOY	86/462,637	11/24/2014	4776669	07/21/2015	
IQ DEPLOY	86/228,304	03/21/2014	4726367	04/28/2015	
IQ INSIGHT	85/206,390	12/28/2010	4599484	09/09/2014	
IQ INSIGHT	85/206,364	12/28/2010	4599483	09/09/2014	
IQ SAGE	85/206,847	12/28/2010	4106701	02/28/2012	
IQ SAGE	85/206,825	12/28/2010	4106700	02/28/2012	
IQ ENVOY	85/206,814	12/28/2010	4089909	01/24/2012	
IQ ENVOY	85/206,769	12/28/2010	4089907	01/24/2012	
TRUEMETRICS	77/910,500	01/12/2010	4067869	12/06/2011	
TRUEATTRIBUTION	77/910,496	01/12/2010	4067868	12/06/2011	
AUDIENCE IQ	77/801,655	08/11/2009	3951597	04/26/2011	
VISUAL IQ	77/462,564	04/30/2008	3674035	08/25/2009	
VISUAL IQ	77/462,552	04/30/2008	3674034	08/25/2009	

FOREIGN TRADEMARK REGISTRATIONS/APPLICATIONS

COUNTRY	WORD MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	NOTES
AUSTRALIA	VISUAL IQ	1683309	03/25/2015	1683309	03/25/2015	
EUROPE	DIALOG IQ	013177258	08/15/2014	013177258	01/06/2015	
EUROPE	DIALOG IQ	013177258	08/15/2014	013177258	01/06/2015	
INDIA	VISUAL IQ	2936070	04/07/2015			

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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