

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lavastorm Analytics, Inc.		08/10/2016	Corporation:
RECEIVING PARTY DATA			
Name:	MDS CEM Holdings Limited		
Street Address:	410 Birchwood Boulevard		
Internal Address:	The Point		
City:	Warrington, Cheshire		
State/Country:	UNITED KINGDOM		
Postal Code:	WA3 7WD		
Entity Type:	Company: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4662037	LAVASTORM	
Registration Number:	4639767		
CORRESPONDENCE DATA			
Fax Number:	6176033305		
<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:	6176033304		
Email:	cnaidus@feinberghanson.com		
Correspondent Name:	Christopher Naidus		
Address Line 1:	855 Boylston Street		
Address Line 2:	Feinberg Hanson LLP		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Christopher A Naidus		
SIGNATURE:	/Christopher A Naidus/		
DATE SIGNED:	02/10/2017		
Total Attachments: 7			
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EXECUTION COPY

THE SECURITY INTEREST EVIDENCED BY THIS AGREEMENT IS SUBORDINATED IN ACCORDANCE WITH AN AMENDED AND RESTATED SUBORDINATION AGREEMENT DATED AS OF AUGUST 10, 2016 AMONG SILICON VALLEY BANK, MARTIN DAWES INNOVATIONS LLP AND THE LENDER.

THE SECURITY INTEREST EVIDENCED BY THIS AGREEMENT IS FURTHER SUBJECT TO THE TERMS OF AN INTERCREDITOR AGREEMENT DATED AS OF AUGUST 10, 2016 AMONG LAVASTORM ANALYTICS, INC., MARTIN DAWES INNOVATIONS LLP AND MDS CEM HOLDINGS LIMITED.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”), dated as of August 10, 2016 is made by Lavastorm Analytics, Inc., a Delaware corporation (the “**Borrower**”) in favor of MDS CEM Holdings Limited, a company registered in England and Wales with registration number 07890595 (the “**Lender**”).

WHEREAS, the Borrower and the Lender are parties to that certain Loan Agreement, dated as of even date herewith (the “**Loan Agreement**”), pursuant to which the Lender is making available to the Borrower, a credit facility in an amount not to exceed \$1,500,000 (the “**Loan**”); and

WHEREAS, the Borrower, as an inducement to the Lender to provide the Loan pursuant to the Loan Agreement, desires to give to the Lender a security interest in the IP Collateral (as defined below), and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees for the benefit of the Lender as follows:

1. **Grant of Security.** The Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, dated as of even date herewith, by and between the Borrower and the Lender, which is hereby incorporated by reference (the “**Security Agreement**”). The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

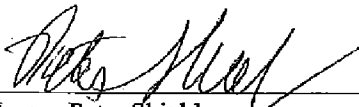
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed 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 Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

LAVASTORM ANALYTICS, INC.

By: 
Name: Peter Shields
Title: Chief Executive Officer

SECURED PARTY:

MDS CEM HOLDINGS LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

LAVASTORM ANALYTICS, INC.

By: _____

Name: Peter Shields

Title: Chief Executive Officer

SECURED PARTY:

MDS CEM HOLDINGS LIMITED

By: _____

Name: RUSSELL HUNT

Title: DIRECTOR

Signature Page to Restated IP Security Agreement

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

None

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Description	Application Serial No.	Application Date
Word mark for "Lavastorm"	86114189	November 8, 2013
Design mark for the Lavastorm Analytics logo	86114167	November 8, 2013

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

The Company does not have any registered copyrights, but owns the copyright in the following software products:

- Lavastorm Analytics Engine
- Lavastorm Resolution Center
- Lavastorm Fraud Manager
- Lavastorm Analytics Library