

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mu Sigma, Inc.		05/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BNY Mellon Corporate Trustee Services Limited		
Street Address:	One Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5AL		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	4253347	DIPP	
Registration Number:	4562236	MU SIGMA	
Registration Number:	4562241	MUPHORIA HIGH ON MATH	
Registration Number:	4550044	MUPHORIA	
Registration Number:	4550092	MURX	
Registration Number:	4550093	MUFLOW	
Registration Number:	4550094	MUPDNA	
Registration Number:	4550095	MUMIX	
Registration Number:	4550096	MUSTREAM	
Registration Number:	4550097	MUBUZZ	
Registration Number:	4500549	MUXO	
Registration Number:	4504164	MUTEXT	
Registration Number:	4504165	MUHPC	
Registration Number:	4504166	MUESP	
Registration Number:	4500564	MUKYUN	
Registration Number:	4500565	MUFIRE	
Registration Number:	4500567	MUSENSE	
Serial Number:	86062162	MU SIGMA	
Serial Number:	86135430	MUIVIEW	

CH \$1340.00 4253347

Property Type	Number	Word Mark
Serial Number:	86232819	MUUNIVERSE
Serial Number:	86232779	MUUNIVERSE
Serial Number:	86300598	MUAOPS CREATING A BETTER ART OF PROBLEM
Serial Number:	86300575	MUAOPS
Serial Number:	86345011	MUX2
Serial Number:	86345047	
Serial Number:	86345028	MUCHECK
Serial Number:	86583343	MUFUSION
Serial Number:	86583355	MUFUSION SOCIAL
Serial Number:	86583362	MUFUSION ENTERPRISE
Serial Number:	86583369	MUFUSION
Serial Number:	86583379	MUFUSION SOCIAL
Serial Number:	86583385	MUFUSION ENTERPRISE
Serial Number:	86946022	MUAPT
Serial Number:	86729064	MUAPT
Serial Number:	86946032	MUAPT MU SIGMA APTITUDE AND PERSONALITY
Serial Number:	86729122	MUAPT MU SIGMA APTITUDE AND PERSONALITYT
Serial Number:	86946012	MUAPT
Serial Number:	86729098	MUAPT
Serial Number:	86684558	ART OF PROBLEM SOLVING SYSTEM
Serial Number:	86684578	THE ART OF PROBLEM SOLVING SYSTEM LEARNI
Serial Number:	86790950	MUVX
Serial Number:	87155875	MUOBI
Serial Number:	87155919	MUIDA
Serial Number:	87155943	MUDSC
Serial Number:	87155930	MUVCL
Serial Number:	87364097	META-SOFTWARE
Serial Number:	87364108	SERVICE-AS-A SOFTWARE
Serial Number:	87364113	MURECOMMEND
Serial Number:	87364122	MUDETECT
Serial Number:	87364127	MUFORECAST
Serial Number:	87364133	MUSEGMENT
Serial Number:	87364143	MUCLASSIFY
Serial Number:	87364157	MU SIGMA SERVICE-AS-A SOFTWARE

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

TRADEMARK

REEL: 006074 FRAME: 0361

Phone: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 665732-10

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 06/01/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 31, 2017, between MU SIGMA, INC., a Delaware corporation (the "**Grantor**") and BNY Mellon Corporate Trustee Services Limited, as security agent for the Secured Parties (in such capacity, the "**Security Agent**").

RECITALS

- (A) The Grantor, the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), The Bank of New York Mellon, Singapore Branch, as agent for the Lenders (in such capacity, the "**Agent**"), the Security Agent and the other parties thereto are parties to a Facility Agreement dated as of [●] (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Facility Agreement**").
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of the date hereof, in favor of the Security Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Facility Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Obligations (as defined in the Facility Agreement), the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means the Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to the Grantor;
- (b) all Patents owned by or licensed to the Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by or licensed to the Grantor, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Intellectual Property Licenses to which the Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include nor will the Grantor be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

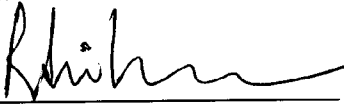
Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

MU SIGMA, INC.,
as Grantor

By: 

Name: Krishna Rupanagunta
Title: Geography Head

[US IP Security Agreement]

TRADEMARK
REEL: 006074 FRAME: 0365

ACCEPTED AND AGREED:

BNY Mellon Corporate Trustee Services Limited,
as Security Agent

By: _____



Name:

Title: **Paul Cattermole**
Vice President

[US IP Security Agreement]

TRADEMARK
REEL: 006074 FRAME: 0366

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

Patents

Grantor	Title	Reg. No. or Appln. No.	Date
MuSigma, Inc.	System and method for generating a marketing mix solution	13/543,631/ 9,208,462	06-July-2012/ 08-Dec-2015
MuSigma, Inc.	Social media data analysis system and method	13/748,465/ 9,286,380	23-Jan-2013/15-Mar-2016
MuSigma, Inc.	Data solutions system (MuRX)	13/852,835	28-Mar-2013
MuSigma, Inc.	Data management system and tool	14/150,735	08-Jan-2014
MuSigma, Inc.	Text Mining system and tool	14/828,390	17-Aug-2015
MuSigma, Inc.	Event Processing systems and methods	14/578,254	19-Dec-2014
MuSigma, Inc.	Systems and Methods for Creating and Evaluating Experiments (mux2)	14/579,656	22-Dec-2014
MuSigma, Inc.	muUniverse (Business Problem Networking System and Tool)	14/576,061	18-Dec-2014
MuSigma, Inc.	Analytics system and method	14/995,259	14-Jan-2016
MuSigma, Inc.	muRX (Guided analytics system)	15/260,589	09-Sep-2016
MuSigma, Inc.	muVx(model validation system and method)	15/370,048	06-Dec-2016

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Title	Reg. No. or Appln. No.	Date
Mu Sigma, Inc.	DIPP	4253347	4-Dec-12
Mu Sigma, Inc.	MuSigma logo	4562236	8-Jul-14
Mu Sigma, Inc.	MuPhoria logo	4562241, 4550044	17-Jun-14
Mu Sigma, Inc.	muRx word	4550092,	17-Jun-14
Mu Sigma, Inc.	muFlow word	4550093	17-Jun-14
Mu Sigma, Inc.	muPDNA word	4550094	17-Jun-14
Mu Sigma, Inc.	muMix word	4550095	17-Jun-14
Mu Sigma, Inc.	muStream word	4550096	17-Jun-14
Mu Sigma, Inc.	muBuzz word	4550097	17-Jun-14
Mu Sigma, Inc.	muXo word	4500549	25-Mar-14
Mu Sigma, Inc.	muText word	4504164	1-Apr-2014
Mu Sigma, Inc.	muHPC word	4504165	1-Apr-2014
Mu Sigma, Inc.	muESP word	4504166	1-Apr-2014
Mu Sigma, Inc.	muKyun word	4500564	25-Mar-14
Mu Sigma, Inc.	muFIRE word	4500565	25-Mar-14
Mu Sigma, Inc.	muSense word	4500567	25-Mar-14
Mu Sigma, Inc.	Mu Sigma Trademark	86062162	12-Aug-13
Mu Sigma, Inc.	muViewTrademark	86135430	29-Aug-13
Mu Sigma, Inc.	muUniverse-word	86232819	24-Mar-14
Mu Sigma, Inc.	muUniverse-logo	86232779	24-Mar-14
Mu Sigma, Inc.	muAoPS-logo	86300598	25-Apr-14
Mu Sigma, Inc.	muAoPS-word	86300575	25-Apr-14
Mu Sigma, Inc.	mux2	86345011	13-Jun-14
Mu Sigma, Inc.	muCheck logo	86345047	13-Jun-14
Mu Sigma, Inc.	muCheck word	86345028	13-Jun-14
Mu Sigma, Inc.	muFusion-word	86583343	22-Jan-15
Mu Sigma, Inc.	muFusion-social-word	86583355	22-Jan-15

Mu Sigma, Inc.	muFusion-enterprise-word	86583362	22-Jan-15
Mu Sigma, Inc.	muFusion-logo	86583369	22-Jan-15
Mu Sigma, Inc.	muFusion-social-logo	86583379	24-Jan-15
Mu Sigma, Inc.	muFusion-enterprise-logo	86583385	24-Jan-15
Mu Sigma, Inc.	muApt-word	86946022	18-Mar-16
Mu Sigma, Inc.	muApt-word	86729064	18-Aug-15
Mu Sigma, Inc.	muApt-logo-with tagline	86946032	18-Mar-16
Mu Sigma, Inc.	muApt-logo-with tagline	86729122	18-Aug-15
Mu Sigma, Inc.	muApt-logo-without tagline	86946012	18-Mar-16
Mu Sigma, Inc.	muApt-logo-without tagline	86729098	18-Aug-15
Mu Sigma, Inc.	Word mark- Art of Problem Solving System	86684558	07-Jul-15
Mu Sigma, Inc.	Logo - Chart	86684578	07-Jul-15
Mu Sigma, Inc.	muVx (word)	86790950	16-Oct-15
Mu Sigma, Inc.	muOBI (word)	87155875	30-Aug-16
Mu Sigma, Inc.	muIDA (word)	87155919	30-Aug-16
Mu Sigma, Inc.	muDSC (word)	87155943	30-Aug-16
Mu Sigma, Inc.	muVCL(word)	87155930	30-Aug-16
Mu Sigma, Inc.	Meta-software (word)	87364097	08-Mar-17
Mu Sigma, Inc.	Service-as-a-Software (word)	87364108	08-Mar-17
Mu Sigma, Inc.	muRecommend (word)	87364113	08-Mar-17
Mu Sigma, Inc.	muDetect (word)	87364122	08-Mar-17
Mu Sigma, Inc.	muForecast (word)	87364127	08-Mar-17
Mu Sigma, Inc.	muSegment (word)	87364133	08-Mar-17
Mu Sigma, Inc.	muClassify (word)	87364143	08-Mar-17
Mu Sigma, Inc.	Musigma Meta-		

	software		
Mu Sigma, Inc.	Musigma Service-as-a Software	87364157	08-Mar-17