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ETAS ID: TM433241

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOODDATA CORPORATION		06/29/2017	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	WF FUND V LIMITED PARTNERSHIP
Street Address:	40 KING STREET WEST
Internal Address:	SUITE 5001
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 3Y2
Entity Type:	Limited Partnership: ONTARIO

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4891958	G
Registration Number:	3586511	GOODDATA

## **CORRESPONDENCE DATA**

**Fax Number:** 8585506420

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:** 858-550-6433

Email: jmfitzpatrick@cooley.com
Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	313569-129 Gooddata
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	06/29/2017

**Total Attachments: 6** 

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this "**Agreement**") is entered into as of June 29, 2017 by and between **WF FUND V LIMITED PARTNERSHIP**, a limited partnership organized under the laws of Ontario ("**Lender**"), **GOODDATA CORPORATION**, a Delaware corporation ("**Grantor**").

#### RECITALS

- **A.** Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.
- **B.** The Secured Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor's Intellectual Property.
- **C.** Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

**Now, Therefore**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

#### **AGREEMENT**

To secure the Secured Obligations, Grantor grants Lender a security interest in all of such Grantor's right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

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

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereumo duly authorized as of the first date written above.

GRANTOR:

Address of Granton	GOOD	DATA CORPORATION	
660 3rd Street	By: 2177995 ONTARIO LIMI its general partner	M. M. Marie	
San Francisco, CA 94107 Attn: Chief Financial Officer	Title:	<u> </u>	
	Name:	<u> </u>	<u> Cooles</u>
	LEND	ER:	
Address of Lender:	WFFL	ND V LIMITED PARTNE	RSHIP
40 King Street West, Suite 5001 Toronto, Ontario, MSH 3Y2 Canada	By:		D PARTNERSHIP.
Attention: Mark McQueen Facsimile: (416) 682-1160	By:		TED,
with a copy (which shall not constitute notice) to:	Ber:		
Cookey LLP			
3175 Hanner Street Palo Alto, CA 94304-1130	Title:		

3.

Fax: (650) 849-7400

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.

	GRAN	FOR:
Address of Grantor:	GOOD	DATA CORPORATION
660 3 <sup>rd</sup> Street	Ву:	
San Francisco, CA 94107 Attn: Chief Financial Officer	Title:	
	Name:	
	LEND)	ER:
Address of Lender:	WF FL	IND V LIMITED PARTNERSHIP
40 King Street West, Suite 5001 Toronto, Ontario, M5H 3Y2 Canada	Ву:	GP WF FUND V LIMITED PARTNERSHIP, its general partner
Attention: Mark McQueen Facsimile: (416) 682-1160	By:	2177995 ONTARIO LIMITED, its general partner
with a copy (which shall not constitute notice) to:	Ву:	
Cooley LLP		(T)
3175 Hanover Street	Title: _	PRESIDENT & CEO
Palo Alto, CA 94304-1130		20 x 4 20 0
Fax: (650) 849-7400	Name:	Mark K. Mc Quean

# **EXHIBIT A**

Copyrights

None.

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# **EXHIBIT B**

## **Patents**

Owner	Patent / Patent Application	Application No./ Patent No.	Issue Date / Application Date
GoodData Corporation	Generating Analytics Application Using Reusable Application Modules	14169483 / 9286329	3/15/2016/ 1/31/2014
GoodData Corporation	Data Abstraction Layer for Interfacing with Reporting Systems	14297442 / 8938414	1/20/2015 / 6/5/2014
GoodData Corporation	Data Abstraction Layer for Interfacing with Reporting Systems	14568411 / 9037534	5/19/2015 / 12/12/2014
GoodData Corporation	Data Abstraction Layer for Interfacing with Reporting Systems	14715329 / 9251485	2/2/2016 / 5/18/2015
GoodData Corporation	Custom-Branded Analytic Applications in a Multi-Tenant Environment	14051469	10/11/2013
GoodData Corporation	Recommending User Actions Based on Collective Intelligence for a Multi-Tenant Data Analysis System	14690321	4/17/2015

# **EXHIBIT C**

## Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	86/609808	4/24/15	4,891,958	1/26/16
GOODSUBSCRIPTION BASH*	85/702575	8/13/12	4,359,272	6/25/13
GOODMARKETING BASH*	85/702512	8/13/12	4,359,271	6/25/13
GOODSALES BASH*	85/702497	8/13/12	4,359,270	6/25/13
GOODDATA	77/534494	7/30/08	3,586,511	3/10/09

<sup>\*</sup>Grantor will not renew; will lapse upon non-renewal.

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