

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NLYTE SOFTWARE LIMITED		07/06/2017	Company: ENGLAND
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87271999	ASSETNOW	
Registration Number:	4144393	ASSET INTELLIGENCE	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171186		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	07/06/2017		
Total Attachments: 6			
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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of July 6, 2017, by and between **SILICON VALLEY BANK**, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 acting through its UK establishment with number BR014561 and office address at Alphabeta 14-18 Finsbury Square, London EC2A 1BR, United Kingdom ("Bank") and **NLYTE SOFTWARE LIMITED**, registered in England & Wales under number 04805444 whose registered office is at Riverside House, 26 Osiers Road, London, SW18 1NH, United Kingdom ("Grantor").

Recitals

- A. Grantor and Bank have previously entered into that certain Loan Agreement dated as of March 31, 2017 (as has been amended, modified, restated, replaced, and/or supplemented from time to time, the "Loan Agreement").
- B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of March 31, 2017 (as amended, modified, restated, replaced, and/or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.
- C. Grantor and Bank are, concurrently herewith, amending and restating the Loan Agreement pursuant to that certain Loan Agreement Amendment and Restatement Agreement dated as of even date herewith.
- D. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. The IP Security Agreement shall be amended by deleting the following text, appearing in Recital A thereof:

"Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties thereto (each such party, including Grantor, an "Obligor") (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and among Bank and Obligor dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the "Loan Agreement")."

and inserting in lieu thereof the following:

"Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties thereto (each such party, including Grantor, an "Obligor") (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and among Bank and Obligor dated as of March 31, 2017, as amended and restated by that certain Loan Agreement Amendment and Restatement Agreement dated as of July 6, 2017 (as the same may be amended, modified, supplemented, and/or restated from time to time, the "Loan Agreement")."

2. Exhibit C to the IP Security Agreement is hereby amended by adding thereon the Trademarks described on Schedule 1 hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

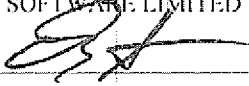
C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NLYTE SOFTWARE LIMITED

By:  _____

Name: Doug Sabella

Title: Director

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NLYTE SOFTWARE LIMITED


By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: SONYA IOVIENO

Title: DIRECTOR

Schedule 1

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ASSETNOW	87271999	12/16/2016
ASSET INTELLIGENCE	4144393	5/15/2012

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