

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.207/27/2017  
900415003

ETAS ID: TM436807

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VII, Inc.		02/22/2017	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	Blazent, Inc.
<b>Street Address:</b>	17197 Laurel Park Drive
<b>Internal Address:</b>	Suite 380
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87077537	BUSINESS AWARENESS
Serial Number:	87134466	NERVE CENTER
Serial Number:	86659059	STREAM INTELLIGENCE
Registration Number:	4129331	BOTTLENOSE
Registration Number:	4564556	BOTTLENOSE
Registration Number:	4179586	BOTTLENOSE
Registration Number:	5014495	BOTTLENOSE
Registration Number:	4675846	NERVE CENTER
Registration Number:	4823717	OPENHOSE
Registration Number:	4457403	THE NOW ENGINE
Registration Number:	4656965	TRENDFLUENCE

## CORRESPONDENCE DATA

Fax Number: 7329357122

*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: 7329357100

Email: docketing@mtiplaw.com

OP \$290.00 87077537

**Correspondent Name:** Moser Taboada  
**Address Line 1:** 1030 Broad Street - Suite 203  
**Address Line 4:** Shrewsbury, NEW JERSEY 07702

**NAME OF SUBMITTER:** Ayan M. Afridi

**SIGNATURE:** /Ayan M. Afridi/

**DATE SIGNED:** 07/27/2017

**Total Attachments: 11**

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EXHIBIT "B"

**BILL OF SALE**

Pursuant to § 9610 of the California Uniform Commercial Code and all other applicable law, and for the consideration provided under Section 2 of the FS Agreement (as defined below), the receipt of which is hereby acknowledged, Venture Lending & Leasing VII, Inc. and Venture Lending & Leasing VIII, Inc. (together, "Sellers") do hereby sell, transfer and deliver to Blazent, Inc., a Delaware corporation ("Purchaser"), all of the right, title and interest of Bottlenose, Inc., a Delaware corporation ("Debtor"), in and to certain items of Debtor's personal property, which are more particularly described in Exhibit "A" attached to this Bill of Sale, wherever located. Said assets shall hereinafter be referred to as the "Transferred Assets."

The sale transfers to Purchaser all of Debtor's right, title and interest in and to the Transferred Assets free and clear of any and all security interests of Sellers and any security interests or liens subordinate thereto.

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN THAT CERTAIN FORECLOSURE SALE AGREEMENT AMONG SELLERS AND PURCHASER, DATED AS OF FEBRUARY 22, 2017 ("FS AGREEMENT"), THE TRANSFERRED ASSETS ARE TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, PHYSICAL CONDITION, NON-INFRINGEMENT OR SIMILAR REPRESENTATIONS AND WARRANTIES FROM, OR ON BEHALF OF, SELLERS. PURCHASER HEREBY AGREES THAT THE TRANSFERRED ASSETS ARE BEING PLACED AT PURCHASER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION. SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF THE DESCRIPTIONS, QUANTITIES, EXISTENCE OR TRANSFERABILITY, OF THE PARTICULAR ITEMS OF PERSONAL PROPERTY LISTED IN ANY SCHEDULES TO EXHIBIT "A" TO THIS BILL OF SALE, WHICH SCHEDULES HAVE BEEN PREPARED SOLELY BY PURCHASER ON THE BASIS OF ITS OWN DUE DILIGENCE AND INSPECTION OF SUCH ASSETS.

Except as provided in the FS Agreement, Purchaser acknowledges that it has not relied upon any representations of Sellers, except as may specifically be provided herein and therein, and that it has examined the validity, quantity, quality and value of the Transferred Assets and has accepted the same without recourse to Sellers and Sellers disclaim any representation or warranty that particular property described on Exhibit "A" exists, in whole or in part, or is in a form usable to Purchaser.

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SIMILAR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, CLAIMS FOR SERVICE

INTERRUPTION AND CLAIMS FOR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH PURCHASER'S OR ITS CUSTOMERS' OR ANY OTHER PARTY'S USE, MAINTENANCE OR OPERATION OF ANY OF THE TRANSFERRED ASSETS, IRRESPECTIVE OF THE CAUSE OF ACTION OR THEORY UPON WHICH LIABILITY FOR SUCH DAMAGES MIGHT BE ALLEGED, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT, MISAPPROPRIATION, NEGLIGENCE, OR OTHER TORT, BREACH OF CONTRACT OR WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY OR OTHERWISE, WHETHER AT LAW, IN EQUITY OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM FOR DAMAGES. EXCEPT IN THE EVENT OF FRAUD BY PURCHASER, PURCHASER'S TOTAL LIABILITY HEREUNDER AND UNDER THE FS AGREEMENT SHALL BE THE PAYMENT OF THE PURCHASE PRICE AS REQUIRED PURSUANT TO SECTION 2 THEREOF. EXCEPT IN THE EVENT OF FRAUD BY SELLERS, IN NO EVENT SHALL SELLERS' TOTAL LIABILITY HEREUNDER AND UNDER THE FS AGREEMENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY PURCHASER TO SELLERS PURSUANT TO SECTION 2 OF THE FS AGREEMENT. EXCEPT IN THE EVENT OF FRAUD BY A PARTY HERETO OR TO THE FS AGREEMENT, SELLERS AND PURCHASER AGREE THAT THE PROVISIONS HEREOF AND OF SECTION 12(Q) OF THE FS AGREEMENT SHALL CONSTITUTE THE EXCLUSIVE REMEDY AVAILABLE TO SELLERS AND PURCHASER FOR DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION HEREUNDER AND UNDER THE FS AGREEMENT.

As between Sellers and Purchaser only, in addition to all the consideration paid hereunder, Purchaser shall be liable for all sales, use, withholding, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes and shall hold Sellers harmless from any cost relating thereto. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Bill of Sale by facsimile or other means of electronic transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

All aspects of this Bill of Sale, including construction, validity and performance of this Bill of Sale, shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Purchaser and Sellers agree to submit to the exclusive jurisdiction of the state and Federal courts located in the County of Santa Clara, State of California.

*[Signatures on the Following Pages]*

[Signature page to Bill of Sale]

Executed this 22<sup>nd</sup> day of February, 2017.

Sellers

VENTURE LENDING & LEASING VII, INC.

By: \_\_\_\_\_  
Name: David Wanek  
Its: Vice President

VENTURE LENDING & LEASING VIII, INC.

By: \_\_\_\_\_  
Name: David Wanek  
Its: Vice President

THE FOREGOING IS AGREED AND ACCEPTED:

Purchaser

BLAZENT, INC.

By: \_\_\_\_\_  
Name: Charlie Piper  
Its: CEO

[Signature page to Bill of Sale]

Executed this 22<sup>nd</sup> day of February, 2017.

Sellers

VENTURE LENDING & LEASING VII, INC.

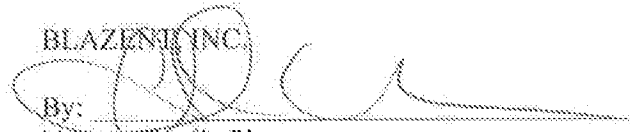
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

VENTURE LENDING & LEASING VIII, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE FOREGOING IS AGREED AND ACCEPTED:**

Purchaser

BLAZENI INC.  
By:   
Name: Charles Piper  
Its: CEO

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 04:41 PM 09/17/2015  
 U.C.C. Initial Filing No: 2015 4148176  
 Service Request No: 20150170527

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME  
**Bottlenose, Inc.**

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**15301 Ventura Blvd., Bldg. D, Suite 210 Sherman Oaks CA 91403 USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**Venture Lending & Leasing VII, Inc.**

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**104 La Mesa Drive, Suite 102 Portola Valley CA 94028 USA**

4. COLLATERAL: This financing statement covers the following collateral:

All personal property and assets of Debtor, including without limitation, all of Debtor's right, title and interest in and to the following property, whether now owned or hereafter acquired and wherever located: (a) all Receivables; (b) all Equipment; (c) all Fixtures; (d) all General Intangibles; (e) all Inventory; (f) all Investment Property; (g) all Deposit Accounts; (h) all Shares; (i) other Goods and personal property of Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located; (j) all Records; and (k) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing, excluding the Excluded Items, all as more particularly described on the Exhibit attached hereto and filed herewith. Each Secured Party's lien in the Collateral shall be of equal rank and priority to the other Secured Party's lien in the same Collateral, and the lien of each Secured Party in the Collateral shall be deemed an undivided pro rata lien in all items of Collateral. The equality in priority and pari passu nature of Secured Parties' liens are applicable irrespective of the time or order of attachment or perfection of liens, the time or order of filing of any security documents, or the time of giving or failure to give notice of the acquisition or expected acquisition of purchase money or other security interests.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**File in Delaware (48046/3087; JTK/474134.1)**

# UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME <b>Bottlenose, Inc.</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME <b>Venture Lending &amp; Leasing VIII, Inc.</b>			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS <b>104 La Mesa Drive, Suite 102</b>	CITY <b>Portola Valley</b>	STATE <b>CA</b>	POSTAL CODE COUNTRY <b>94028 USA</b>

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

24. MISCELLANEOUS:



EXHIBIT TO FINANCING STATEMENT

between

Bottlenose, Inc., as Debtor,

and

Venture Lending & Leasing VII, Inc., as Secured Party

and

Venture Lending & Leasing VIII, Inc., as Secured Party

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Continuation of collateral description:

All personal property and assets of Debtor, including without limitation, all of Debtor's right, title and interest in and to the following property, whether now owned or hereafter acquired and wherever located: (a) all Receivables; (b) all Equipment; (c) all Fixtures; (d) all General Intangibles; (e) all Inventory; (f) all Investment Property; (g) all Deposit Accounts; (h) all Shares; (i) all other Goods and personal property of Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located; (j) all Records; and (k) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing (collectively, the "**Collateral**"). Notwithstanding the foregoing the term "Collateral" shall not include (the "**Excluded Items**"): (a) more than sixty-five percent (65%) of the issued and outstanding capital stock, membership units or other securities entitled to vote owned or held of record by Debtor in any Subsidiary that is a controlled foreign corporation (as defined in the Internal Revenue Code), provided that the Collateral shall include one hundred percent (100%) of the issued and outstanding non-voting capital stock of such Subsidiary; (b) interests as a lessee under a real property lease, equipment lease or Personal Property Lease, and such leases themselves; (c) inbound licenses of Intellectual Property in which Debtor is the licensee to the extent the grant of a security interest with respect thereto is prohibited by the license agreement or would constitute a default or breach thereunder, provided that such license will be deemed to be "Collateral" hereunder if such prohibition is ineffective; (d) consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations, registrations, filings or notice (collectively, "**Governmental Approvals**") issued by or from any governmental or regulatory authority if granting a security interest or Lien thereon is prohibited or would expose Debtor to the risk of termination, revocation or any similar result with respect to such Governmental Approval; (e) Employee Deposit Accounts; or (f) the promissory note issued to Debtor by Nova Spivack in the principal amount of \$100,000.

Capitalized terms used herein are defined as follows:

"**Account**" means any "account," as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, Documents or Instruments) now owned or hereafter received or acquired by or belonging to Debtor (including, without limitation, under any trade name, style or division thereof) whether arising out of goods sold or services rendered by Debtor or from any other transaction, whether or not the same involves the sale of goods or services by Debtor (including, without limitation, any such obligation that may be characterized as an account or contract right under the UCC) and all of Debtor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, and all of Debtor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid seller's rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), and all monies due or to become due to Debtor under all purchase orders and contracts for the sale of goods or the performance of services or

both by Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of Debtor), now in existence or hereafter occurring, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

**“Chattel Paper”** means any “chattel paper,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Copyright License”** means any written agreement granting any right to use any Copyright or Copyright registration now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Copyrights”** means all of the following now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (iii) all continuations, renewals or extensions thereof; and (iv) any registrations to be issued under any pending applications.

**“Deposit Accounts”** means any “deposit accounts,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Documents”** means any “documents,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Employee Deposit Account”** is defined in Section 6.11 of the Loan Agreement.

**“Equipment”** means any “equipment,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto other than “equipment” acquired pursuant to the provisions of Section 6.1(e) of the Loan Agreement but only for so long as another Person has a properly perfected Lien thereon.

**“Fixtures”** means any “fixtures,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“General Intangibles”** means any “general intangibles,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all right, title and interest that Debtor may now or hereafter have in or under any contract, all customer lists, Copyrights, Trademarks, Patents, websites, domain names, and all applications therefor and reissues, extensions, or renewals thereof, other item of, and rights to, Intellectual Property, interests in partnerships, joint ventures and other business associations, Licenses, permits, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License), claims in or under insurance policies, including unearned premiums, uncertificated securities, money, cash or cash equivalents, deposit, checking and other bank accounts, rights to sue for past, present and future infringement of Copyrights, Trademarks and Patents, rights to receive tax refunds and other payments and rights of indemnification.

**“Goods”** means any “goods,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Instruments”** means any “instrument,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Intellectual Property”** means all of Debtor’s Copyrights, Trademarks, Patents, Licenses, trade secrets, source codes, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, skill, expertise, experience, processes, models, drawings, materials, records and goodwill associated with the foregoing.

**“Inventory”** means any “inventory,” as such term is defined in the UCC, wherever located, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest, and, in any event, shall include, without limitation, all inventory, goods and other personal property that are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor’s business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive possession of Debtor or is held by others for Debtor’s account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all such property that may be in the possession or custody of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other Persons.

**“Investment Property”** means any “investment property,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Letter of Credit Rights”** means any “letter of credit rights,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest, including any right to payment under any letter of credit.

**“License”** means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof.

**“Lien”** means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and the filing of any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the UCC or comparable law of any jurisdiction.

**“Loan Agreement”** means that certain Loan and Security Agreement, dated as of September 17, 2015, between Debtor and Secured Party, as amended or supplemented from time to time.

**“Patent License”** means any written agreement granting any right with respect to any invention on which a Patent is in existence now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Patents”** means all of the following property now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest: (a) all letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters

patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications.

**“Person”** means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

**“Personal Property Lease”** is defined in Section 6.15 of the Loan Agreement.

**“Proceeds”** means “proceeds,” as such term is defined in the UCC and, in any event, shall include, without limitation, (a) any and all Accounts, Chattel Paper, Instruments, cash or other forms of money or currency or other proceeds payable to Debtor from time to time in respect of the Collateral, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (c) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (d) any claim of Debtor against third parties (i) for past, present or future infringement of any Copyright, Patent or Patent License or (ii) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

**“Receivables”** means all of Debtor’s Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, and letters of credit and Letter of Credit Rights.

**“Records”** means all Debtor’s computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning Debtor’s business.

**“Shares”** means: (a) one hundred percent (100%) of the issued and outstanding capital stock, membership units or other securities owned or held of record by Debtor in any Subsidiary that is not a controlled foreign corporation (as defined in the Internal Revenue Code); and (b) 65% of the issued and outstanding capital stock, membership units or other securities entitled to vote owned or held of record by Debtor in any Subsidiary that is a controlled foreign corporation (as defined in the Internal Revenue Code).

**“Subsidiary”** means any Person a majority of the equity ownership or voting stock of which is directly or indirectly now owned or hereafter acquired by Debtor or by one or more other Subsidiaries, or in which Debtor or one or more other Subsidiaries directly or indirectly now holds or hereafter acquires any interest.

**“Supporting Obligations”** means any “supporting obligations,” as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Trademark License”** means any written agreement granting any right to use any Trademark or Trademark registration now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

**“Trademarks”** means all of the following property now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest: (a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

**“UCC”** means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Secured Party’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.