

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetBase Solutions, Inc.		08/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., formerly known as Hercules Technology Growth Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4699949	NETBASE	
Registration Number:	4760154	NETBASE	
Registration Number:	4842104	NETBASE LIVE PULSE	
Registration Number:	4846895	NETBASE LIVE PULSE	
Registration Number:	4664846	ASSUMPTIONS SUCK	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054809-0023		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/27/2017		
Total Attachments: 9			

OP \$140.00 4699949

source=NetBase Intellectual Property Security Agreement#page1.tif
source=NetBase Intellectual Property Security Agreement#page2.tif
source=NetBase Intellectual Property Security Agreement#page3.tif
source=NetBase Intellectual Property Security Agreement#page4.tif
source=NetBase Intellectual Property Security Agreement#page5.tif
source=NetBase Intellectual Property Security Agreement#page6.tif
source=NetBase Intellectual Property Security Agreement#page7.tif
source=NetBase Intellectual Property Security Agreement#page8.tif
source=NetBase Intellectual Property Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of August 22, 2017, is made by NETBASE SOLUTIONS, INC., a Delaware corporation (the “Grantor”), in favor of HERCULES CAPITAL, INC., formerly known as Hercules Technology Growth Capital, Inc., a Maryland corporation (“Agent”), in its capacity as administrative agent and collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

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

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent’s express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent’s successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

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.

GRANTOR:

NETBASE SOLUTIONS, INC., a Delaware corporation

By:  _____

Name: Peter Caswell

Title: CEO

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By: _____

Name: _____

Title: _____

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.

GRANTOR:

NETBASE SOLUTIONS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By: Zhuo Huang

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A

Registered Copyrights

N/A

EXHIBIT B**Patents**

Title	Inventors	APPLICATION INFORMATION			PATENT INFORMATION	
		App. No.	Filing Date	Status	Patent No.	Issue Date
Method and Apparatus For Concept-Based Classification of Natural Language Discourse	John Andrew Rehling and Michael Jacob Osofsky	11420782	2006/05/29	Patent	8055608	2011-11-08
Method and Apparatus For Concept-Based Searching of Natural Language Discourse	John Andrew Rehling and Michael Jacob Osofsky	11420785	2006/05/29	Patent	8046348	2011-10-25
Method and Apparatus For Concept-Based Ranking of Natural Language Discourse	John Andrew Rehling and Michael Jacob Osofsky	11420788	2006/05/29	Application	NA	NA
Method and Apparatus for Frame-Based Search	Wei Li, Michael Jacob Osofsky and Lokesh Pooranmal Bajaj	12177122	2008/07/21	Patent	9047285	2015-06-02
Method and Apparatus For Frame-Based Analysis of Search Results	Wei Li, Michael Jacob Osofsky and Lokesh Pooranmal Bajaj	12177127	2008/07/21	Patent	8935152	2015-01-13
Method and Apparatus For Determining Search Result Demographics	Michael Jacob Osofsky, Jens Erik Tellefsen, Wei Li, and Ranjeet Singh Bhatia	12765848	2010/04/22	Patent	9026529	2015-05-05
Method and Apparatus For HealthCare Search	Jens Erik Tellefsen, Michael Jacob Osofsky and Wei Li	12790837	2010/05/30	Application	NA	NA
Graphical Representation of Frame Instances	Michael Jacob Osofsky	13176713	2011/07/05	Patent	9390525	2016-07-12
Methods and Apparatus For Query Formulation	Jens Erik Tellefsen, and Ranjeet Singh Bhatia	13280294	2011/10/24	Patent	9075799	2015-07-07
Methods and Apparatuses For Clustered Storage of Information	Mark Edward Bowles and Lei Li	13281411	2011/10/25	Application	NA	NA
Method and Apparatus For Concept-Based Ranking of Natural Language Discourse	John Andrew Rehling and Michael Jacob Osofsky	13286799	2011/11/01	Patent	9063970	2015-06-23

Methods and Apparatus For Sentiment Analysis	Lisa Joy Rosner, Jens Erik Tellefsen, Michael Jacob Osofsky, Jonathan Spier, Ranjeet Singh Bhatia, Malcolm Arthur De Leo, and Karl Long	13471417	2012/05/14	Patent	8949263	2015-02-03
Graphical Representation of Frame Instances and Co-occurrences	Michael Jacob Osofsky	13676073	2012/11/13	Application	NA	NA
Methods and Apparatus for Identification and Analysis of Temporally Differing Corpora	Jens Erik Tellefsen and Ranjeet Singh Bhatia	13836416	2013/03/15	Patent	9135243	2015-09-15
Methods and Apparatus for Author Identification of Search Results	Mark Edward Bowles, Jens Erik Tellefsen, and Ranjeet Singh Bhatia	14274721	2014/05/10	Application	NA	NA

EXHIBIT C

Trademarks

Mark	Reg. No.	Class	Reg. Date	Country
Netbase	4,699,949	35	March 10, 2015	USA
Netbase	4,760,154	42	June 23, 2015	USA
Netbase Live Pulse	4,842,104	42	October 27, 2015	USA
Netbase Live Pulse	4,846,895	35	November 3, 2015	USA
Assumptions Suck	4,664,846	42	December 30, 2014	USA
Netbase	1320704	35,42	August 25, 2016	Int'l

EXHIBIT D

Mask Works

N/A