

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KONY, INC.		08/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX GROWTH CAPITAL, LLC		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87248747	APPVANTAGE	
Registration Number:	4827814	KONY	
Serial Number:	87248775	KONY APPVANTAGE	
Registration Number:	5037033	KONY MOBILEFABRIC	
Serial Number:	86448776	KONY MODELER	
Serial Number:	87068857	KONY NITRO	
Registration Number:	4909759	KONY VISUALIZER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	jlandweber@mcguirewoods.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	Two Embarcadero Center, Suite 1300		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Joseph Landweber		
SIGNATURE:	/JOSEPH LANDWEBER/		
DATE SIGNED:	09/05/2017		

OP \$190.00 87248747

Total Attachments: 9

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EXHIBIT A
TO TRADEMARK RECORDATION FORM

Trademarks

Mark	Owner	Jurisdiction	Application No.	Filing Date	Registration No. / Status	Registration Date
APPVANTAGE	Kony, Inc.	U.S.	87/248,747	11/28/2016	(Allowed – Intent to Use)	-
KONY	Kony, Inc.	U.S.	86/182,682	2/3/2014	4,827,814	10/6/2015
KONY APPVANTAGE	Kony, Inc.	U.S.	87/248,775	11/28/2016	(Allowed – Intent to Use)	-
KONY MOBILEFABRIC	Kony, Inc.	U.S.	86/367,394	8/14/2014	5,037,033	9/6/2016
KONY MODELER	Kony, Inc.	U.S.	86/448,776	11/7/2014	(Allowed – Intent to Use)	-
KONY NITRO	Kony, Inc.	U.S.	87/068,857	6/13/2016	(Allowed – Intent to Use)	-
KONY VISUALIZER	Kony, Inc.	U.S.	86/448,587	11/7/2014	4,909,759	3/1/2016
KONY	Kony, Inc.	European Union	013135769	8/1/2014	013135769	12/23/2014
KONY	Kony, Inc.	China	-	8/4/2014	15089722	9/21/2015
KONY	Kony, Inc.	China	-	8/4/2014	15089723	9/21/2015
KONY	Kony, Inc.	India	2785881	8/4/2014	(Allowed – pending)	-
KONY	Kony, Inc.	Japan	2014-065244	8/4/2014	5734208	1/16/2015
KONY	Kony, Inc.	Singapore	T1412212D	8/1/2014	T1412212D	3/9/2015
KONY	Kony, Inc.	Brazil	908061935	8/1/2014	908061935	1/17/2017
KONY	Kony, Inc.	Brazil	908061986	8/1/2014	908061986	1/17/2017

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of August 31, 2017 (the "Effective Date"), by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"), KONY, INC., a Delaware corporation ("Kony"), and each subsidiary or affiliate of Kony that becomes a Grantor hereunder from time to time (collectively "Grantors" and each a "Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined have the meanings given such terms in the Loan Agreement). Lender is willing to make the Loan to Grantors, but only upon the condition, among others, that Grantors grant to Lender a security interest in all of their Intellectual Property to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender, a security interest (subject only to Permitted Liens) in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights owned by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned by such Grantor.

3. No Grantor shall hereafter register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted

hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 of the General Obligations Law of the State of New York), provided that Lender shall retain all rights arising under Federal law.

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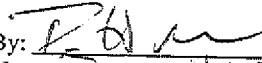
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:

9225 Bee Cave Road, Building A, Suite 300
Austin, TX 78733
Attn: Paul Mansky
Email: paul.mansky@kony.com

KONY, INC.

By: 
Name: PAUL H. MANSKY
Title: VP FINANCIAL PLANNING

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: _____
Name: Mark Campbell
Title: Authorized Representative

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

GRANTORS:

Address of Grantors:

9225 Bee Cave Road, Building A, Suite 300
Austin, TX 78733
Attn: Paul Mansky
Email: paul.mansky@kony.com

KONY, INC.

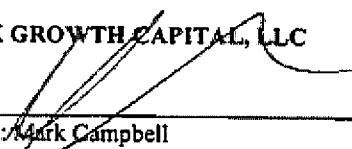
By: _____
Name: _____
Title: _____

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By:  _____
Name: Mark Campbell
Title: Authorized Representative

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

Copyrights

Title	Owner	Registration No.	Registration Date
API Reference Guide	Kony, Inc.	TX0007612897	10/17/2012
KonyOne Studio User Guide	Kony, Inc.	TX0007620764	10/17/2012
Widget User Guide	Kony, Inc.	TX0007613798	10/17/2012
Kony MobileFabric User Guide	Kony, Inc.	TX0008058045	3/5/2015
Kony Modeler User Guide	Kony, Inc.	TX0008057625	3/5/2015
Kony Visualizer User Guide	Kony, Inc.	TX0008185594	5/27/2015

SCHEDULE B

Trademarks

Mark	Owner	Jurisdiction	Application No.	Filing Date	Registration No. / Status	Registration Date
APPVANTAGE	Kony, Inc.	U.S.	87/248,747	11/28/2016	(Allowed – Intent to Use)	-
KONY	Kony, Inc.	U.S.	86/182,682	2/3/2014	4,827,814	10/6/2015
KONY APPVANTAGE	Kony, Inc.	U.S.	87/248,775	11/28/2016	(Allowed – Intent to Use)	-
KONY MOBILEFABRIC	Kony, Inc.	U.S.	86/367,394	8/14/2014	5,037,033	9/6/2016
KONY MODELER	Kony, Inc.	U.S.	86/448,776	11/7/2014	(Allowed – Intent to Use)	-
KONY NITRO	Kony, Inc.	U.S.	87/068,857	6/13/2016	(Allowed – Intent to Use)	-
KONY VISUALIZER	Kony, Inc.	U.S.	86/448,587	11/7/2014	4,909,759	3/1/2016
KONY	Kony, Inc.	European Union	013135769	8/1/2014	013135769	12/23/2014
KONY	Kony, Inc.	China	-	8/4/2014	15089722	9/21/2015
KONY	Kony, Inc.	China	-	8/4/2014	15089723	9/21/2015
KONY	Kony, Inc.	India	2785881	8/4/2014	(Allowed – pending)	-
KONY	Kony, Inc.	Japan	2014-065244	8/4/2014	5734208	1/16/2015
KONY	Kony, Inc.	Singapore	T1412212D	8/1/2014	T1412212D	3/9/2015
KONY	Kony, Inc.	Brazil	908061935	8/1/2014	908061935	1/17/2017
KONY	Kony, Inc.	Brazil	908061986	8/1/2014	908061986	1/17/2017

SCHEDULE C

Patents

Title	Owner	Application No.	Application Date	Patent No.	Issue Date
Systems and Methods for Application Development	Kony, Inc.	13/437,640	4/2/2012	8,910,115	12/9/2014
Mobile Application Management Systems and Methods Thereof	Kony, Inc.	13/462,354	5/2/2012	9,405,723	8/2/2016
Exposing Method Related Data Calls During Testing in an Event Driven, Multichannel Architecture	Kony, Inc.	14/098,987	12/6/2013	9,336,127	5/10/2016
Mobile Application Testing Systems and Methods	Kony, Inc.	14/098,982	12/6/2013	9,459,994	10/4/2016
Identity Management over Multiple Identity Providers	Kony, Inc.	14/875,117	10/5/2015	9,712,513	7/18/2017
Exposing Method Related Data Calls During Testing in an Event Driven, Multichannel Architecture	Kony, Inc.	15/053,311	2/25/2016	-	-
Accelerated Data Integrity Through Broker Orchestrated Peer-to-Peer Data Synchronization	Kony, Inc.	13/886,834	5/3/2013	-	-
Centralized Mobile Application Management System and Methods of Use	Kony, Inc.	13/886,629	5/3/2013	-	-
Application Prototyping Tool	Kony, Inc.	14/506,112	10/3/2014	-	-
Systems and Processes of Accessing Backend Services with a Mobile Application	Kony, Inc.	14/657,742	3/13/2015	-	-
Providing Updates for Natively Rendered Mobile Applications	Kony, Inc.	14/657,153	3/13/2015	-	-
Control of Enterprise Licensing Across Mobile Devices	Kony, Inc.	15/135,662	4/22/2016	-	-
Dynamically Updating Policy Controls for Mobile Devices and Applications	Kony, Inc.	15/135,723	4/22/2016	-	-
Dynamically Updating Policy Controls for Mobile Devices and Applications via Policy Notifications	Kony, Inc.	15/137,531	4/25/2016	-	-
Mobile Applications	Kony, Inc.	14/986,082	12/31/2015	-	-
Application Prototyping Tool	Kony, Inc.	PCT/US2015/053791 (International)	10/2/2015	-	-

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

KONY, INC.

- Individual(s)
- Partnership
- Corporation- State: DELAWARE
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 31, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ORIX GROWTH CAPITAL, LLC

Street Address: 1717 MAIN STREET, SUITE 1100

City: DALLAS

State: TEXAS

Country: USA Zip: 75201

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship DELAWARE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

SEE EXHIBIT A ATTACHED HERETO

B. Trademark Registration No. (s) _____

SEE EXHIBIT A ATTACHED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE EXHIBIT A ATTACHED HERETO

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: 415-490-0853

Docket Number: _____

Email Address: jlandweber@mcguirewoods.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Joseph Landweber

Name of Person Signing

September 5, 2017

Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450