

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445634

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALTIFY IRELAND LIMITED		09/29/2017	Company: IRELAND

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	955 MISSION STREET
Internal Address:	SUITE 900
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3752791	TAS
Registration Number:	2126677	D.E.M.O. DELIVERY EXACTLY MATCHING OPPOR
Registration Number:	2078211	LINKAGE GUIDE
Registration Number:	2050941	DELIVERY PATH
Registration Number:	3075854	TARGET ACCOUNT SELLING
Registration Number:	4390658	DEALMAKER
Registration Number:	4697962	THE TAS GROUP
Registration Number:	5252005	ALTIFY
Registration Number:	5252006	ALTIFY
Serial Number:	86968747	A

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

TRADEMARK

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F173019 Altify
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	10/03/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 29, 2017 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 555 Mission Street, Suite 900, San Francisco, California 94105 ("Bank") and **ALTIFY IRELAND LIMITED**, private company limited by shares registered in Ireland with registration number 406845 and having its registered office at 4th Floor, Block 1, Clanwilliam Court, lower Mount Street, Dublin 2, Ireland ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to (i) Grantor, (ii) **SELECT SELLING, INC.**, a Washington corporation ("US Borrower"), and (iii) **ALTIFY LIMITED**, a company registered under the laws of England and Wales under company number 5160093 ("UK Borrower") (Grantor, US Borrower and UK Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower 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 are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Irish Borrower Debenture, Grantor has granted to Bank 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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, Grantor grants and pledges to Bank 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 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, except for rights of Grantor held under licenses that are not assignable by

their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law);

(d) All patents and patent applications including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions 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, but excluding "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 (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, except for rights of Grantor held under licenses that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law);

(i) All amendments, extensions, 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.

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 Bank.

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

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a

signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

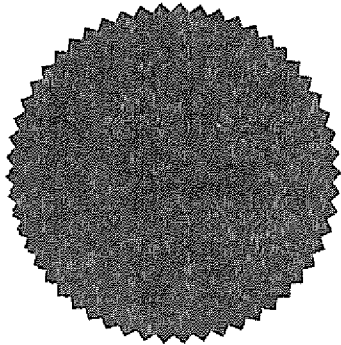
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or 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:

GIVEN under the common seal of **ALTIFY IRELAND LIMITED** and delivered as a Deed on the date first set out above:



[Handwritten Signature]
Signature of director
ROY EARIGHT
Name of director
[Handwritten Signature]
Signature of director
Donal Doherty
Name of director

BANK:

SILICON VALLEY BANK

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:

GIVEN under the common seal of **ALTIFY IRELAND LIMITED** and delivered as a Deed on the date first set out above:

.....
Signature of director

.....
Name of director

.....
Signature of director

.....
Name of director

BANK:

SILICON VALLEY BANK

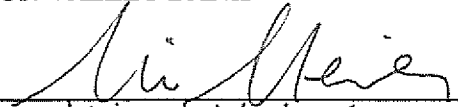
By: 
Name: Mike Meyer
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARCHITECTURES AND MECHANISMS FOR PROVIDING ANALYSIS OF OBJECT STRUCTURES	15087828	03/31/2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TAS	3752791	02/23/2010
D.E.M.O. DELIVERY EXACTLY MATCHING OPPORTUNITY	2126677	01/06/1998
LINKAGE GUIDE	2078211	07/08/1997
DELIVERY PATH	2050941	04/08/1997
TARGET ACCOUNT SELLING	3075854	04/04/2006
DEALMAKER	4390658	08/27/2013
THE TAS GROUP	4697962	03/10/2015
A	Serial #86968747	04/08/2016
ALTIFY	5252005	07/25/2017
ALTIFY	5252006	07/25/2017

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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