

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RETAILNEXT, INC.		11/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3790137	RETAILNEXT	
Registration Number:	3792812	BVI NETWORKS	
Registration Number:	5057872	AURORA	
Registration Number:	5057871	LUNA	
Serial Number:	87158435	RETAILNEXT	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	310.284.6133		
Email:	Grosenbaum@mwe.com, cvicino@mwe.com		
Correspondent Name:	Gary B. Rosenbaum		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Gary B. Rosenbaum		
SIGNATURE:	/Gary B. Rosenbaum/		
DATE SIGNED:	11/20/2017		
Total Attachments: 9			

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of November 16, 2017, by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation and RETAILNEXT, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is RETAILNEXT, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and RETAILNEXT, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of November 16, 2017 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding the foregoing the term "Intellectual Property Collateral" shall not include:

- (i) any rights or interest in any lease, license, contract or other agreement to which You are a party if under the terms of such lease, license, contract or other agreement or applicable law with respect thereto, the valid grant of a security interest or lien therein to Us is prohibited as a matter of law or under the terms of such lease, license, contract or other agreement (including where the violation of any such prohibition would result in the termination of the applicable lease, license, contract or other agreement), and (x) such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract or other agreement has not been or is not otherwise obtained and (y) the exclusions set forth above shall in no way be construed (A) to apply if any described prohibition is unenforceable under applicable laws, including Section 9-406, 9-407 or 9-408 of the UCC, (B) to apply after the cessation of any such prohibition, and upon the cessation of such prohibition, such real and personal property shall automatically become part of the Collateral, (C) so as to limit, impair or otherwise affect Our continuing Lien upon any of Your rights or interests in or to monies due or to become due under any described

lease, license, contract or other agreement (including any Accounts), or (D) to limit, impair or otherwise affect Our continuing Lien upon any of Your rights or interest in and to any proceeds from the sale, license, lease or other disposition of any such lease, license, contract or other agreement; and

- (ii) any intent-to-use United States trademark applications for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (to the extent that, and solely during the period in which, the grant of a security interest would impair the validity or enforceability of such intent-to-use United States trademark application under federal Law).

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

So long as an Event of Default exists, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us. The foregoing notwithstanding, You shall not be required to register any Copyright with the Copyright Office that You have elected not to so register, unless such registration is required for Us to perfect Our security interest in such Copyright in accordance with the UCC.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

You: RETAILNEXT, INC.

Signature: _____

Print Name: Andrew A. Skarupa

Title: Chief Financial Officer

Us: TRIPLEPOINT VENTURE GROWTH BDC CORP.

Signature: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

You: **RETAILNEXT, INC.**
Signature:
Print Name:
Title:

Us: **TRIPLEPOINT VENTURE GROWTH BDC CORP.**
Signature: *Andrew Olson*
Print Name: *Andrew Olson*
Title: *CFO*

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between RETAILNEXT, INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent #	Filing Date	Grant Date	Title	Comments
9330468	Feb 28, 2013	May 3, 2016	Method and system for analyzing interactions	Patent on interaction analysis using radio frequency (RFID, WiFi or BLE) tags.
9569786	Apr 27, 2015	Feb 14, 2017	Methods and systems for excluding individuals from retail analytics	CIP of 13/603.832. Patent on staff exclusion for interior analytics / FPA.
8989775	Feb 28, 2013	Mar 24, 2015	Method and system for wifi-based identification of person tracks	CIP of 9330468 and 13/603.832. Patent on WiFi locationing of a device using RSSI (signal strength).
9445234	Mar 9, 2015	Sep 13, 2016	Wireless-based identification of person tracks	CIP of 13/603.832. Patent on wireless (e.g. BLE) locationing of a device using RSSI (signal strength).
9411037	Aug 17, 2011	Aug 9, 2016	Calibration of Wi-Fi localization from video localization	Continuation of 8989775, CIP of 13/603.832. Patent on improving wireless locationing accuracy using video locationing data.
8615254	Aug 17, 2011	Dec 24, 2013	Target localization utilizing wireless and camera sensor fusion	Nearbuy patent. Patent on improving location accuracy by fusing video and wireless data by using probability grids.
9270952	Oct 25, 2013	Feb 23, 2016	Target localization utilizing wireless and camera sensor fusion	Nearbuy patent. Patent on improving location accuracy by fusing video and wireless data by using track matching.
13/737,834 (Patent # pending)	Jan 9, 2013	Sep 28, 2017	Wireless analytics in physical spaces	Nearbuy patent. Divisional of 8615254. Patent on captive portal, mobile browsing, and performing real-time actions (such as sending an SMS) based on the shopper's location and browsing activity. Nearbuy patent.

PATENT APPLICATIONS

Appl #	Filing Date	Title	Comments
13/603,832	Sep 5, 2012	Method and system for full path analysis	Patent on FPA. Covers mapping of cameras onto floor plan and stitching of individual tracks.
13/750,179	Jan 25, 2013	Method and system for statistical analysis of customer movement and integration with other data	Patent on node sequences. Visualizing them, and using them to predict shopper behavior.
13/970,866	Aug 20, 2013	Systems and methods for identifying and analyzing a customer queue	Patent on identifying when a shopper has entered a queue.
14/332,624	Jul 16, 2014	Methods and systems for simulating agent behavior in a virtual environment	Patent on simulating shopper behavior in a virtual retail space using previously observed behavioral data.
14/823,494	Aug 11, 2015	Selectively generating customized marketing content	Patent on sending customized marketing content to a communication device based on the identity of the user using the device.
15/405,859	Jan 13, 2017	Detecting, tracking, and counting objects in video	Pikato patent. Patent on improving tracking accuracy by tracking in batches, and for improving detection accuracy by comparing objects against 3D models ("avatars").
15/390,215	Dec 23, 2016	Point-of-sale fraud detection using video data and statistical evaluations of human behavior	Aurora patent. Filed as Track One priority. Filed PCT. Patent on improving POS exception reporting using video analytics, including flagging transactions with no shopper present.

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between RETAILNEXT, INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

U.S. Registered Trademarks					
	Trademark	Symbol to use	Reg. or Serial Number	Filing Date	Reg. Date
	RetailNEXT	®	Reg. 3790137	10/5/09	5/18/2010
	BVI NETWORKS	®	Reg. 3792812	10/5/09	5/25/2010
	Aurora	®	Reg. 5,057,872	12/21/15	10/11/2016
	Luna	®	Reg. 5,057,871	12/21/15	10/11/2016

TRADEMARK APPLICATIONS

U.S. Applications					
	RETAILNEXT	™	Ser. 87158435	9/1/16	
International Applications					
EU	RETAILNEXT	™	16414195	2/28/2017; (Claim to US priority date 10/1/16)	
Japan	RETAILNEXT	™	Filed; awaiting # on filing receipt	2/28/2017; (Claim to US priority date 10/1/16)	
China	RETAILNEXT	™	2017-25,122	3/1/2017; (Claim to US priority date 10/1/16)	
China	RETAILNEXT	™	Filed; awaiting # on filing receipt	6/23/17	
China	Aurora	™	TX74160/MST-1	8/4/17	

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between RETAILNEXT, INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		