

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALG, Inc.		06/13/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85707689	TOMORROW'S INSIGHTS TODAY	
Serial Number:	85707671		
Serial Number:	85945716	RESIDUAL VALUE WORKBENCH	
Serial Number:	85707682	ALG	
CORRESPONDENCE DATA			
Fax Number:	7033826486		
<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:	7033826485		
Email:	DHall@VLPLawGroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	02/06/2018		
Total Attachments: 6			
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OP \$115.00 85707689

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ALG, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank, Grantor and the other Borrowers party thereto dated the Effective Date (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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies.

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:

Address of Grantor:

ALG, INC.

225 Santa Monica Blvd, 6th Floor
Santa Monica, CA, 90401

By: 

Title: _____


Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: 

Title: RELATIONSHIP MANAGER

Attn: _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
ALG Residual Value Guide 2008 Models Northern	TX0007047511	07/31/08
Bank of the West Open 7 days a Week Arizona, California, Colorado, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Wyoming, Vehicle Lease/Loan Program and Residual Guide November – December 2011.	TX0007486905	12/29/11
No title	V3603D324	05/17/11

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM, METHOD AND COMPUTER PROGRAM FOR FORECASTING RESIDUAL VALUES OF A DURABLE GOOD OVER TIME	20170148040	05/25/2017
	15423026	02/02/2017
ADVANCED DATA SCIENCE SYSTEMS AND METHODS USEFUL FOR AUCTION PRICING OPTIMIZATION OVER NETWORK	20170032456	02/02/2017
	15213941	07/19/2016
RESIDUAL RISK ANALYSIS SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT THEREFOR	20150221040	08/06/2015
	14689751	04/17/2015
RESIDUAL RISK ANALYSIS SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT THEREFOR	20140207705	07/24/2014
	14031846	09/19/2013
SYSTEM, METHOD AND COMPUTER PROGRAM FOR FORECASTING RESIDUAL VALUES OF A DURABLE GOOD OVER TIME	9607310	03/28/2017
	20140058795	02/27/2014
	13967148	08/14/2013

EXHIBIT C

Trademarks


<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AUTOMOTIVE LEASE GUIDE	75209059	12/05/1996
ALG	75205391	11/27/1996
TOMORROW'S INSIGHTS TODAY	4656677	12/16/2014
	85707689	08/20/2012
	4568886	07/15/2014
	85707671	08/20/2012
RESIDUAL VALUE WORKBENCH	4484122	02/18/2014
	85945716	05/29/2013
ALG	4427622	11/05/2013
	85707682	08/20/2012

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		