

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANALYTICAL GRAPHICS, INC.		06/08/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87657229	CESIUM ION	
Serial Number:	87657237	CESIUM ION	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F177495 TM		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	06/11/2018		
Total Attachments: 4			

OP \$65.00 87657229

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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement (this "**Supplement**") is made as of June 8, 2018 by and between **SILICON VALLEY BANK**, a California corporation ("**Bank**"), and **ANALYTICAL GRAPHICS, INC.**, a Pennsylvania corporation (as "**Grantor**").

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated May 19, 2011 (as amended of record from time to time hereinafter, the "**IP Agreement**") in favor of the Bank, pursuant to which Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral, which was recorded with (i) the Patent division of the United States Patent and Trademark Office on June 22, 2011 at Reel 026477, Frame 0843 and (ii) the Trademark division of the United States Patent and Trademark Office on June 22, 2011 at Reel 004567, Frame 0537, as amended by that certain Addendum to Intellectual Property Security Agreement dated August 19, 2011 and recorded with (i) the Trademark division of the United States Patent and Trademark Office on August 24, 2011 at Reel 004610, Frame 0889, and as further amended by that certain Supplement to Intellectual Property Security Agreement dated June 16, 2017 which was recorded with (i) the Patent division of the United States Patent and Trademark Office on June 19, 2017 at Reel 042886, Frame 0263 and (ii) the Trademark division of the United States Patent and Trademark Office on June 19, 2017 at Reel 6086, Frame 0486.

WHEREAS, the Grantor has developed additional patents and trademarks, and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional intellectual property in favor of Bank.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Supplement to Exhibit B and Exhibit C. Exhibit B and Exhibit C to the IP Agreement are hereby supplemented, but not replaced, by Exhibit B-1 and Exhibit C-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

GRANTOR:

ANALYTICAL GRAPHICS, INC.

By: Will J. Broderick
Name: William J. Broderick
Title: CFO

[Signature page to Supplemental Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006351 FRAME: 0079

EXHIBIT B-1

PATENT AND PATENT APPLICATIONS

**Systems & Methods for 3D Modeling Using Skipping
Heuristics and Fusing**
US Patent No.: 9,865,085 B1
Issue Date: 01-09-2018

**Formalized Execution of Model Integrated Descriptive
Architecture Languages**
Application No.: 62/509,466
Application Date: 05-22-2017

Probability of Collusion Topology
Application No.: 62/542,978
Application Date: 08-09-2017

Probability of Collusion Bounding Surfaces
Application No.: 62/543,004
Application Date: 08-09-2017

**Systems & Methods for Real-Time Large-scale Point
Cloud Surface Reconstruction**
Application No.: 15/829,786
Application Date: 12-01-2017

**Systems & Methods for Converting Massive Point
Cloud Datasets to a Hierarchical Storage Format**
Application No.: 62/624309
Application Date: 01-31-2018

EXHIBIT C-1

TRADEMARK AND TRADEMARK APPLICATIONS

Mark: **CESIUM ION**
Filing Date: October 24, 2017
Serial No.: 87/657,229

Mark: **CESIUM ION**
Filing Date: October 24, 2017
Serial No.: 87/657,237