OP \$140.00 5433557

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRIMSON HEXAGON, INC.		10/31/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK	
Street Address:	3003 Tasman Drive	
City:	Santa Clara	
State/Country:	CALIFORNIA	
Postal Code:	95054	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5433557	FORSIGHT
Registration Number:	5447237	
Registration Number:	5314793	HELIOSIGHT
Registration Number:	4109708	CRIMSON HEXAGON FORSIGHT
Serial Number:	87579992	CRIMSON HEXAGON

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 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:	1008427 TM	
NAME OF SUBMITTER:	Matthew R. Pierce	
SIGNATURE:	/Matthew R. Pierce/	
DATE SIGNED:	10/31/2018	

Total Attachments: 9 source=Crimson Hexagon, Inc. Trademark Filing#page2.tif source=Crimson Hexagon, Inc. Trademark Filing#page3.tif source=Crimson Hexagon, Inc. Trademark Filing#page4.tif source=Crimson Hexagon, Inc. Trademark Filing#page5.tif source=Crimson Hexagon, Inc. Trademark Filing#page6.tif source=Crimson Hexagon, Inc. Trademark Filing#page7.tif source=Crimson Hexagon, Inc. Trademark Filing#page8.tif source=Crimson Hexagon, Inc. Trademark Filing#page9.tif source=Crimson Hexagon, Inc. Trademark Filing#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of October 31, 2018 by and between **SILICON VALLEY BANK**, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 US acting through its branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR ("Bank") and **CRIMSON HEXAGON**, **INC.**, a Delaware corporation with its principal place of business located at 253 Summer Street, Suite 100, Boston, Massachusetts 02210 ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties as borrowers and/or guarantors (each such party, a "Borrower") (the "Loans") in the amounts and manner set forth in that certain Fourth Loan Agreement Amendment and Restatement Agreement among Bank and Borrower dated as of even date herewith (as may be amended, affected, modified, supplement, or restated from time to time, the "Loan Agreement"). Bank is willing to make the Loans, 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 Loan Agreement and that certain Security Agreement by and between Grantor and Bank dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security 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 (as defined in the Security Agreement).

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 the obligations of Borrower to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. 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 published or unpublished and 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;

- (d) All patents, patent applications and like protections 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 <u>Exhibit B</u> 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 (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 <u>Exhibit D</u> 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;
- (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. <u>Recordation</u>. 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. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Security Agreement 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 Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution in Counterparts</u>. 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. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:	
CRIMSON HEXAGON, INC.	
Ву:	
Title: GC general coursel, Dylan Mure	Ŋ
BANK:	
SILICON VALLEY BANK	
Ву:	
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:
CRIMSON HEXAGON, INC.
Ву:
Title:
BANK:
SILICON VALLEY BANK
By: Mr Mr
Title: Director

EXHIBIT A

Copyrights None

EXHIBIT B

Patents

Title	Patent Number	Application/Serial Number	Issued/Published	Issue or File Date
SYSTEMS AND METHODS FOR CALCULATING CATEGORY PROPORTIONS	9,483,544	13/804096	Issued	3/14/2013
SYSTEMS AND METHODS FOR LANGUAGE CLASSIFICATION	9,355,091	13/798890	· Issued	5/31/2016
METHOD AND APPARATUS FOR IMPROVED SEARCHING OF DIGITAL CONTENT		14/846148	Published	9/4/2015
ANALYSING TOPICS IN SOCIAL NETWORKS		14/585514	Published	12/30/2014
ANALYZING INTERESTS BASED ON SOCIAL MEDIA DATA	9,927,930	14/585415	Issued	12/30/2014
SYSTEMS AND METHODS FOR CALCULATING CATEGORY PROPORTIONS		PCT/US2013/042223	Published	11/1/2016

EXHIBIT C

Trademarks

Mark/Title	Serial Number	Registration Number	Filing Date
FORSIGHT	87642714	5433557	10/12/2017
	87579997	5447237	8/23/2017
CRIMSON HEXAGON	87579992		8/23/2017
HELIOSIGHT	87141482	5314793	8/17/2016
CRIMSON HEXAGON	85132145	4109708	9/17/2010
FORSIGHT			

EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application <u>Date</u>

None.

2379614.2

RECORDED: 10/31/2018