

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUBSPAN, INC.		07/01/2013	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2512338	HUBSPAN	
Registration Number:	3499152	STRAIGHT-THROUGH INTEGRATION	
Registration Number:	3794604	WEBSPAN	
Registration Number:	4211124	WEBSPAN SNAPSHOT	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	bjs@pattishall.com, kep@pattishall.com		
Correspondent Name:	Belinda J. Scrimenti		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2772-027		
NAME OF SUBMITTER:	Belinda J. Scrimenti		
SIGNATURE:	/Belinda J. Scrimenti/		
DATE SIGNED:	01/10/2019		
Total Attachments: 12			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of July __, 2013 (the "Effective Date") between SILICON VALLEY BANK, a California corporation ("Bank"), and HUBSPAN, INC., a Washington corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to LIAISON TECHNOLOGIES, INC., a Delaware corporation ("Borrower") (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of June 28, 2013 (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). Grantor, a direct wholly owned Subsidiary of Borrower, has executed and delivered a certain Unconditional Guaranty of the obligations and liabilities of Borrower, dated as of June 28, 2013 (as may be amended, restated or otherwise modified from time to time, the "Guaranty") and to secure the payment and performance of the obligations and liabilities of Grantor under the Guaranty, Grantor has executed and delivered that certain Security Agreement, dated as of June 28, 2013 by and between Bank and Grantor (as may be amended, restated or otherwise modified from time to time, the "Security 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 (as each term is described below) to secure the obligations of Grantor under the Guaranty and the Security Agreement.

B. Pursuant to the terms of 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.

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 Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Guaranty, 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 or 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 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 (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;

(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, the Guaranty and the Security Agreement, each of which is hereby incorporated by reference. The provisions of 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 Security Agreement 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.

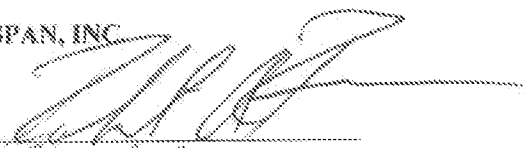
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of 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:

HUBSPAN, INC

By: 
Name: Richard A. Bascos
Title: President & CEO

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006521 FRAME: 0533

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Filing/ Issue Date</u>
METHOD AND APPARATUS FOR TRANSLATING INFORMATION BETWEEN COMPUTERS HAVING DIFFERENT SECURITY MANAGEMENT	Patent #7730298 Application # 10994921 (Issued)	Filing Date 11/22/2004 Issue Date 6/01/2010
METHOD AND APPARATUS FOR TRANSLATING INFORMATION BETWEEN COMPUTERS HAVING DIFFERENT SECURITY MANAGEMENT	Application # 12790723 (Pending)	Filing Date 5/28/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HUBSPAN	USA	2512338 (Registered)	November 27, 2001
STRAIGHT-THROUGH INTEGRATION	USA	3499152 (Registered)	September 9, 2008
WEBSPAN	USA	3794604 (Registered)	May 25, 2010
WEBSPAN SNAPSHOT	USA	4211124 (Registered)	September 18, 2012

EXHIBIT D

Mask Works

NONE

EXTRACT OF UNDERLYING FULL SECURITY AGREEMENT

The foregoing Intellectual Property Security Agreement (ISPA) dated July 2013 between **SILICON VALLEY BANK** (“**Bank**”), a California corporation and **HUBSPAN, INC.** (“**Hubspan**”), a Washington corporation, was entered into and fully executed on or about July 1, 2013 pursuant to the underlying authority of a full Security Agreement (“**Security Agreement**”) between **Bank** and **Hubspan**, dated June 28, 2013, an extract of which, with fully-executed signatures, follows hereafter.

The Security Agreement granted from **Hubspan** a security interest in favor of the **Bank** of certain collateral, including, *inter alia*, “**General Intangibles**”; and further authorized the filing of financing statements to perfect such security interest.

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Security Agreement") is entered into as of June 28, 2013 by and among (i) SILICON VALLEY BANK, a California corporation ("Bank") and (ii) HUBSPAN, INC., a Washington corporation ("Debtor").

RECITALS

Debtor has executed and delivered a certain Unconditional Guaranty of the obligations and liabilities of LIAISON TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), to Bank, dated as of the date hereof (as may be amended, restated or otherwise modified from time to time, the "Guaranty"). Bank has agreed to lend money to Borrower, pursuant to that certain Amended and Restated Loan and Security Agreement by and between Borrower and Bank, dated as of the date hereof (as may be amended, restated, or otherwise modified from time to time, the "Loan Agreement"), but only upon the condition that Debtor execute and deliver this Security Agreement to secure the payment and performance of the obligations and liabilities of Debtor under the Guaranty (the "Liabilities") in accordance with the terms of this Security Agreement.

AGREEMENT

The parties agree as follows:

1. CREATION OF SECURITY INTEREST

1.1 Grant of Security Interest. Debtor hereby grants to Bank, to secure the payment and performance in full of the Liabilities, a continuing security interest in, and pledges to Bank, the property described in Exhibit A attached hereto (the "Collateral"), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.

REDACTED

1.2 Financing Statements. This Security Agreement constitutes an authenticated record which authorizes Bank to file such financing statements as Bank reasonably determines appropriate.

Without limiting the generality of the foregoing, Debtor hereby expressly authorizes Bank to file financing statements without notice to Debtor, with all appropriate jurisdictions, as Bank in its reasonable discretion deems appropriate from time to time, in order to perfect, protect, or vest more securely Bank's security interest in the Collateral.

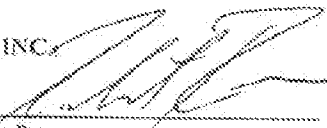
1.3 Delivery of Additional Documentation Required. Debtor shall from time to time execute and deliver to Bank, at the request of Bank, all financing statements and other documents that Bank may reasonably request, in form and substance reasonably satisfactory to Bank, to perfect and continue Bank's security interest in the Collateral.

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed as of the date first above written.

DEBTOR:

HUBSPAN, INC.

By: 
Name: Robert Renner
Title: Chief Executive Officer, President, Secretary and Treasurer

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

TRADEMARK
REEL: 006521 FRAME: 0540

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed as of the date first above written.

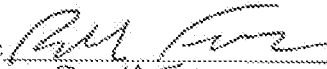
DEBTOR:

HUBSPAN, INC.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

By:  _____
Name: Russell Follansbee
Title: Vice President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

TRADEMARK
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EXHIBIT A

The Collateral consists of all of Debtor's right, title and interest in and to the following personal property:

REDACTED

General Intangibles,