

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM497070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FROST & SULLIVAN		10/19/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Heritage Bank of Commerce		
Street Address:	150 S Almaden Blvd		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4759264	GIL UNIVERSITY GROWTH, INNOVATION AND LE	
Registration Number:	4322400	MANUFACTURING EXECUTIVE LEADERSHIP JOURN	
Registration Number:	4326109	MANUFACTURING EXECUTIVE	
Registration Number:	3305139	FROST & SULLIVAN	
Registration Number:	2192995	FROST & SULLIVAN	
Registration Number:	2061114	FROST & SULLIVAN	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 Middlefield Rd., #215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	11/06/2018		
Total Attachments: 5			

OP \$165.00 4759264

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 19, 2018 by and between **FROST & SULLIVAN**, a California corporation formerly known as Market Intelligence Research, Inc. ("**Grantor**") and **HERITAGE BANK OF COMMERCE**, a California corporation ("**Bank**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "**Loan Agreement**") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

Address of Grantor:

3211 Scott Blvd., Suite 203
Santa Clara, CA 95051
Attn: Michael Kovalich - CFO

FROST & SULLIVAN

By: [Signature]

Print Name: Michael C Kovalich

Title: CFO

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408) 947-6910
Attn: Mike Hansen

HERITAGE BANK OF COMMERCE

By: [Signature]

Print Name: Matt Spencer

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist ☐

Title	Registration Number	Registration Date
Research and development limited partnerships : an emerging method of funding research and development.	TX0001307355	February 22, 1984
Assessing CD ROM market opportunities / Market Intelligence Research Company.	TX0002414590	October 6, 1988
Telemanagement software and systems markets : impact and market trends.	TX0002423137	October 6, 1988

EXHIBIT B

Patents

Please Check Box if No Patents Exist ☒

Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist ☐

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
FROST & SULLIVAN	86928113	*
GIL UNIVERSITY GROWTH, INNOVATION AND LEADERSHIP	4759264	June 23, 2015
MANUFACTURING EXECUTIVE LEADERSHIP JOURNAL	4322400	April 16, 2013
MANUFACTURING EXECUTIVE	4326109	April 23, 2013
RFI DIRECT	3297149	*
FROST & SULLIVAN	3305139	October 9, 2007
PROGRESSIVE MANUFACTURING SUMMIT & AWARDS	3350646	*
MANAGING AUTOMATION	2718863	*
FROST & SULLIVAN	2192995	October 6, 1998
FROST & SULLIVAN	2061114	May 13, 1997

* Indicates dead, abandoned or cancelled trademark