

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saama Technologies, Inc.		03/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Perceptive Credit Holdings II, LP		
Street Address:	51 Astor Place, 10th Floor		
Internal Address:	c/o Perceptive Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5254013	FLUID ANALYTICS ENGINE	
Registration Number:	5254012	SAAMA	
Registration Number:	5239557	S	
Registration Number:	5196047	FLUID ANALYTICS	
Registration Number:	4386803	OPSSENSE	
Registration Number:	4386802	SIXTHSENSE	
Registration Number:	4413295	VIVIDSENSE	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	7037607360		
Email:	hcheng@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard, Suite 400		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	72295-41		
NAME OF SUBMITTER:	Miranda Bullard		

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SIGNATURE:	/Miranda Bullard/
DATE SIGNED:	03/26/2019
Total Attachments: 5 source=Saama - Trademark Security Agreement#page1.tif source=Saama - Trademark Security Agreement#page2.tif source=Saama - Trademark Security Agreement#page3.tif source=Saama - Trademark Security Agreement#page4.tif source=Saama - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2019 (“**Trademark Security Agreement**”), made by Saama Technologies, Inc., a Delaware corporation, (the “**Borrower**”), is in favor of Perceptive Credit Holdings II, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Borrower is a party to that certain Security Agreement, dated as March 21, 2019 (the “**Security Agreement**”) in favor of the Administrative Agent, pursuant to which the Borrower is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Borrower has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Borrower hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of the Borrower, including, without limitation, the registered and applied-for Trademarks of the Borrower listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Borrower hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Borrower hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Borrower has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

BORROWER:

SAAMA TECHNOLOGIES, INC.

By Suresh Katta

Name: Suresh Katta

Title: Chief Executive Officer

Address for Notices:

Saama Technologies, Inc.

900 E. Hamilton Avenue, Suite 200

Campbell, California 95008

Attn: Chief Financial Officer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

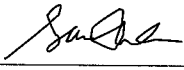
TRADEMARK
REEL: 006601 FRAME: 0146

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS II, LP, as the Administrative Agent

By: **PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC**, its general partner

By 
Name: Sandeep Dixit
Title: Chief Credit Officer

By 
Name: Sam Chawla
Title: Portfolio Manager

Address:
Perceptive Credit Holdings II, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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Schedule 1

TRADEMARKS

Trademark Registrations and Applications

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	5254013	August 1, 2017	Saama Technologies, Inc.	FLUID ANALYTICS ENGINE
USA	5254012	August 1, 2017	Saama Technologies, Inc.	SAAMA
USA	5239557	July 11, 2017	Saama Technologies, Inc.	
USA	5196047	May 2, 2017	Saama Technologies, Inc.	FLUID ANALYTICS
USA	4386803	August 20, 2013	Saama Technologies, Inc.	opsSENSE
USA	4386802	August 20, 2013	Saama Technologies, Inc.	SixthSENSE
USA	4413295	October 8, 2013	Saama Technologies, Inc.	vividSENSE

Licenses Related to Registered Trademarks and Pending Trademark Applications

None.