

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TerraGo Technologies, Inc.		04/01/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87194765	TERRAGO MAGIC	
Serial Number:	86133933	TERRAGO EDGE	
Serial Number:	85249325	GEOXRAY	
Serial Number:	85198751	TERRAGO COMPOSER	
Serial Number:	85198745	TERRAGO PUBLISHER	
Serial Number:	85198761	TERRAGO TOOLBAR	
Serial Number:	85198756	TERRAGO 3D COMPOSER	
Serial Number:	78716071	TERRAGO	
Serial Number:	78655318	GEOPDF	
CORRESPONDENCE DATA			
Fax Number:	5614142116		
<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:	5614142116		
Email:	tbinder@vlplawgroup.com		
Correspondent Name:	Tatiana Binder		
Address Line 1:	612 Commerce Street		
Address Line 4:	Lynchburg, VIRGINIA 24504		
NAME OF SUBMITTER:	Tatiana Binder		

OP \$240.00 87194765

SIGNATURE:	/TatianaBinder/
DATE SIGNED:	04/01/2019
Total Attachments: 5 source=(WAL-TerraGo) EXECUTED Intellectual Property Security Agreement_4-1-19#page1.tif source=(WAL-TerraGo) EXECUTED Intellectual Property Security Agreement_4-1-19#page2.tif source=(WAL-TerraGo) EXECUTED Intellectual Property Security Agreement_4-1-19#page3.tif source=(WAL-TerraGo) EXECUTED Intellectual Property Security Agreement_4-1-19#page4.tif source=(WAL-TerraGo) EXECUTED Intellectual Property Security Agreement_4-1-19#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 1, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and TerraGo Technologies, Inc., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of April 1, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

TERRAGO TECHNOLOGIES, INC., a Delaware corporation

By: 

Name: Brian Kosem


Title: VP + Secretary

Address for Notices:

TerraGo Technologies, Inc.
45610 Woodland Road, Suite 140
Sterling, VA 20166
Attn: David Stokely
Fax: (678) 391-9701

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Andre Tanboon

Title: AVP - Relationship Manager

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
TERRAGO MAGIC	87194765			10-6-2016
TERRAGO EDGE	86133933			12-3-2013
GEOXRAY	85249325			01-10-2012
TERRAGO COMPOSER	85198751			12-15-2010
TERRAGO PUBLISHER	85198745			12-15-2010
TERRAGO TOOLBAR	85198761			12-15-2010
TERRAGO 3D COMPOSER	85198756			12-15-2010
TERRAGO	78716071			10-17-2006
GEOPDF	78655318			06-21-2005

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
PROCESSING TIME-BASED GEOSPATIAL DATA	8,953,887			02/10/2015
PRECISELY LOCATING FEATURES ON GEOSPATIAL IMAGERY.	8,675,995			03/18/2014
SYSEMS AND METHODS FOR LINKING CONTENT TO INDIVIDUAL IMAGE FEATURES	8,670,617			03/11/2014
DYNAMICALLY LINKING RELEVANT DOCUMENTS TO REGIONS OF INTEREST	8,635,228			01/21/2014