

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MATRIX SOFTWARE, INC.		04/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive, HF150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5192283	GO DIGITAL	
<b>Registration Number:</b>	3839088	MATRIX	
<b>Registration Number:</b>	4258066		
<b>Registration Number:</b>	4429014	PARALLEL-MATRIX	
<b>Registration Number:</b>	5027549	POWERING THE FUTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7037607360		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard, Suite 400		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	27292-834		
<b>NAME OF SUBMITTER:</b>	Ethan R. Kenerson		
<b>SIGNATURE:</b>	/Ethan R. Kenerson/		
<b>DATE SIGNED:</b>	04/03/2019		

CH \$140.00 5192283

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 2, 2019 by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 505 Howard Street, Floor 3, San Francisco, California 94105, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, "Agent") and MATRIX SOFTWARE, INC., a Delaware corporation, with its principal place of business located at 18764 Cox Avenue, Saratoga, California 95070 ("Grantor").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders, Agent and Grantor dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 Grantor's obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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 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.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

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 Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The

provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:**

MATRIX SOFTWARE, INC.

DocuSigned by:



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Name: Mark Grech

Title: VP, General Counsel & Secretary

**AGENT:**

SILICON VALLEY BANK

DocuSigned by:



2178CF5D56FD40A...

Name: Charles Thor

Title: Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

## Patents

Country	Patent Type	Status	Application Number	Filed Date	Patent Number	Granted Date	Title
United States of America	Non Provisional	Granted	12/380,981	03/05/2009	8,321,391	11/27/2012	CONDITIONAL COMMIT FOR DATA IN A DATABASE
United States of America	Non Provisional	Granted	13/658,112	10/23/2012	8,788,472	07/22/2014	CONDITIONAL COMMIT FOR DATA IN A DATABASE
United States of America	Non Provisional	Granted	14/307,427	06/17/2014	9,286,341	03/15/2016	CONDITIONAL COMMIT FOR DATA IN A DATABASE
United States of America	Non Provisional	Granted	15/017,478	02/05/2016	10,140,331	11/27/2018	CONDITIONAL COMMIT FOR DATA IN A DATABASE
European	Non Provisional	Abandoned	10749038.5	02/26/2010			CONDITIONAL COMMIT FOR DATA IN A DATABASE
Patent Cooperation Treaty	Non Provisional	Published	PCT/US10/00598	02/26/2010			CONDITIONAL COMMIT FOR DATA IN A DATABASE
United States of America	Non Provisional	Granted	12/380,983	03/05/2009	8,504,538	08/06/2013	DEPENDENT COMMIT QUEUE FOR A DATABASE
United States of America	Non Provisional	Granted	13/933,443	07/02/2013	9,305,035	04/05/2016	DEPENDENT COMMIT QUEUE FOR A DATABASE
United States of America	Non Provisional	Granted	15/052,213	02/24/2016	9,600,511	03/21/2017	DEPENDENT COMMIT QUEUE FOR A DATABASE
United States of America	Non Provisional	Granted	15/424,541	02/03/2017	9,846,719	12/19/2017	DEPENDENT COMMIT QUEUE FOR A DATABASE
European	Non Provisional	Abandoned	10749037.7	02/26/2010		10/08/2012	DEPENDENT COMMIT QUEUE FOR A DATABASE
Patent Cooperation Treaty	Non Provisional	Published	PCT/US10/00597	02/26/2010			DEPENDENT COMMIT QUEUE FOR A DATABASE
United States of America	Non Provisional	Abandoned	12/380,984	03/05/2009			SYSTEM FOR RATING A SERVICE
European	Non Provisional	Published	10749036.9	02/26/2010			SYSTEM FOR RATING A SERVICE
Patent Cooperation Treaty	Non Provisional	Expired	PCT/US10/00596	02/26/2010			SYSTEM FOR RATING A SERVICE
United States of America	Non Provisional	Cancelled					CALCULATION REFERENCE FOR DATABASE DATA
United States of America	Non Provisional	Granted	13/206,421	08/09/2011	8,553,862	10/08/2013	DETERMINING COMMUNICATIONS CHARGING
United States of America	Provisional	Expired	61/372,157	08/10/2010			DETERMINING CALL CHARGING
United States of America	Non Provisional	Granted	14/020,094	09/06/2013	9,008,289	04/14/2015	DETERMINING COMMUNICATIONS CHARGING



United States of America	Non Provisional	Granted	14/657,080	03/13/2015	9,307,093	04/05/2016	DETERMINING COMMUNICATIONS CHARGING
United States of America	Non Provisional	Granted	15/052,572	02/24/2016	9,756,191	09/05/2017	DETERMINING COMMUNICATIONS CHARGING
European	Non Provisional	Allowed	11816710.5	08/09/2011			DETERMINING COMMUNICATIONS CHARGING
Patent Cooperation Treaty	Non Provisional	Published	PCT/US11/01406	08/09/2011			DETERMINING COMMUNICATIONS CHARGING
United States of America	Non Provisional	Granted	12/661,897	03/24/2010	8,266,126	09/11/2012	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
United States of America	Non Provisional	Granted	13/548,074	07/12/2012	8,572,056	10/29/2013	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
United States of America	Non Provisional	Granted	14/035,826	09/24/2013	9,305,048	04/05/2016	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
United States of America	Non Provisional	Granted	15/052,237	02/24/2016	9,756,469	09/05/2017	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
European	Non Provisional	Published	11759832.6	03/23/2011			SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
Patent Cooperation Treaty	Non Provisional	Published	PCT/US11/00532	03/23/2011			SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
United States of America	Non Provisional	Granted	14/634,675	02/27/2015	9,959,152	05/01/2018	ADAPTIVE QUOTA MANAGEMENT SYSTEM
United States of America	Non Provisional	Allowed	15/938,354	03/28/2018			ADAPTIVE QUOTA MANAGEMENT SYSTEM
United States of America	Non Provisional	To Be Filed					ADAPTIVE QUOTA MANAGEMENT SYSTEM
European	Non Provisional	Published	16756061.4	02/11/2016			ADAPTIVE QUOTA MANAGEMENT SYSTEM
Patent Cooperation Treaty	Non Provisional	Expired	PCT/US16/17479	02/11/2016			ADAPTIVE QUOTA MANAGEMENT SYSTEM
United States of America	Non Provisional	To Be Filed					DISTRIBUTED LATENCY REDUCING RESOURCE ALLOCATION SYSTEM

EXHIBIT C

## Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
DIGITAL PATH	United States	9, 42	9/6/2017	87598569			Pending
GO DIGITAL	United States	9	1/14/2016	86876163	4/25/2017	5192283	Registered
MATRIX	Canada	9, 42	12/9/2010	1507144	6/19/2015	TMA906808	Registered
MATRIX	EUTM	9, 42	11/23/2010	A0022270	11/23/2010	IR 1059759	Registered
MATRIX	United States	9, 42	8/6/2009	77799011	8/24/2010	3839088	Registered
MATRIX	WIPO	9, 42	11/23/2010	A0022270	11/23/2010	IR 1059759	Registered
MULTI DIAMOND Logo	Canada	9, 42	2/2/2017	1821183			Pending
MULTI DIAMOND Logo (in color)	EUTM	9, 42	11/23/2010	A0022274	11/23/2010	IR 1061886	Registered
MULTI DIAMOND Logo (in color)	United States	9, 42	4/2/2010	85005239	12/11/2012	4258066	Registered
MULTI DIAMOND Logo (in color)	WIPO	9, 42	11/23/2010	A0022274	11/23/2010	IR 1061886	Registered
PARALLEL-MATRIX	United States	9	8/13/2009	77803972	11/5/2013	4429014	Registered
POWERING THE FUTURE	EUTM	9, 42	4/30/2014	0128350139	4/2014	012835013	Registered
POWERING THE FUTURE	United States	9, 42	4/29/2014	86266534	8/23/2016	5027549	Registered
REINVENTING REAL-TIME	Canada		12/8/2010	1507088	6/19/2015	TMA906807	Registered
REINVENTING REAL-TIME	EUTM	9	11/23/2010	A0022271	11/23/2010	IR 1061896	Registered
REINVENTING REAL-TIME	WIPO	9	11/23/2010	A0022271	11/23/2010	IR 1061896	Registered

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

ny-1479180