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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM524859

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ScienceLogic, Inc.		05/22/2019	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	ORIX Growth Capital, LLC
Street Address:	1717 Main Street, Suite 1100
Internal Address:	ATTN: General Counsel
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4229007	SCIENCELOGIC
Registration Number:	5106793	CLOUDMAPPER
Registration Number:	4971931	POWERAPPS
Registration Number:	3827807	APPFIRST

# **CORRESPONDENCE DATA**

**Fax Number:** 8586385130

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.

**Phone:** 619-699-2700

**Email:** susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street, Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	05/23/2019

**Total Attachments: 8** source=IPSA#page1.tif

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is entered into as of May 22, 2019 (the "<u>Effective Date</u>") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("<u>Lender</u>") and SCIENCELOGIC, INC., a Delaware corporation ("<u>Grantor</u>").

### **RECITALS**

- A. Lender 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 Lender and Grantor dated as of the date hereof (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

- 1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include any "intent-to-use" trademark 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. Grantor represents and warrants that as of the Effective Date (i) listed on <u>Schedule A</u> are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on <u>Schedule B</u> hereto are all trademark registrations and pending registrations owned or controlled by Grantor which are registered or subject to an application for registration with the United States Patent and Trademark Office, and (iii) listed on <u>Schedule C</u> are all patents and patent applications owned or controlled by Grantor which are registered or subject to an application for registration with the United States Patent and Trademark Office.
- 3. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

EAST\165348890.2 EAST\165348890.3 4. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; signature page follows]

EAST\165348890.2 EAST\165348890.3 Address of Grantor:

SCIENCELOGIC, INC.

10700 Parkside Blvd, Suite 150

Reston, VA 20191

Attn: Pat McCoy

LENDER:

Address of Lender:

ORIX GROWTH CAPITAL, LLC

By:

Name:

Title:

executed by its officers thereunto duly authorized as of the first date written above.

1717 Main Street, Suite 1100

Dallas, TX 75201

Attn: General Counsel

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Grantor:

SCIENCELOGIC, INC.

10700 Parkside Blvd, Suite 150
Reston, VA 20191
Attn: Pat McCoy

By:

Name:
Title:

LENDER:

ORIX GROWTH CAPITAL LLC

1717 Main Street, Suite 1100
Dallas, TX 75201

By:

Name:
Title:

Name: Mark Campbell

Authorized Representative

Title:

executed by its officers thereunto duly authorized as of the first date written above.

Attn: General Counsel

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly

# SCHEDULE A

Copyrights

None.

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# SCHEDULE B

# Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Jurisdiction</u>	<u>Status</u>
SCIENCELOGIC	4229007	10/23/2012	US	Registered
CLOUDMAPPER	5106793	12/20/2016	US	Registered
POWERAPPS	4971931	6/7/2016	US	Registered
APPFIRST*	3827807	8/3/2010	US	Registered

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<sup>\*</sup> Assignment from AppFirst, Inc. to ScienceLogic Inc. recorded with PTO on June 30, 2016 at Reel 5826, Frame 0050.

# SCHEDULE C

# Patents

<u>Description</u>	Patent/ Application <u>Number</u>	Issue/Applicati on <u>Date</u>	<u>Status</u>
Self Configuring Network Management System	9077611	07/07/2015	Registered
Management Techniques For Non-Traditional Network And Information System Topologices	9537731	01/03/2017	Registered
Dynamically Deployable Self Configuring Distributed Network Management System	9418040	08/16/2016	Registered
System and Method for Information Extraction From Within An Active Application During Execution*	8707274	4/22/2014	Registered
Method of Increasing Capacity to Process Operational Data*	9213751	12/15/2015	Registered
Component Detection and Management Using Relationships	9912546	03/06/2018	Registered
Dynamically Deployable Self Configuring Distributed Network Management System	10230586	03/12/2019	Registered
Self Configuring Network Management System	14723050 2016/0134491A1	05/27/2015 05/12/2016	Published Application (Final Rejection Office Action; Response to be prepared)

Network Management Device and Method for Discovering and Managing Network Connected Databases	15368390 2017/0085438A1	12/02/2016 03/23/2017	Published Application (Final Rejection Office Action; Response to be prepared)
Network Management Method Using Specification Authorizing Network Task Management Software To Operate On Specified Task Management Hardware Computing Components	10237140	03/19/2019	Registered
Dynamically Deployable Self Configuring Distributed Network Management System Using A Trust Domain Specification To Authorize Execution Of Network Collection Software On Hardware Components	10230588	03/12/2019	Registered
Dynamically Deployable Self Configuring Distributed Network Management System With Specification Defining Trust Domain Membership And/Or Privileges And Data Management Computing Component	10230587	03/12/2019	Registered
Dynamically Deployable Self Configuring Distributed Network Management System And Method Having Execution Authorization Based On A Specification Defining Trust Domain Membership And/Or Provileges	10225157	03/05/2019	Registered
Component Detection And Management Using Relationships	15833236	4/19/2018	4/4/2019 Non-Final Office Action (Restriction Requirement) mailed

 $<sup>\</sup>ast$  Assignment from AppFirst, Inc. to ScienceLogic Inc. recorded with US Patent and Trademark Office on June 30, 2016 at Reel 039057, Frame 0535.

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**RECORDED: 05/23/2019**