

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANACONDA, INC.		08/07/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	ORIX Growth Capital, LLC
Street Address:	1717 Main Street, Suite 110
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5593692	ANACONDA
Registration Number:	5614749	
Registration Number:	5068864	CONDA
Registration Number:	5240497	ANACONDA FUSION
Registration Number:	4983132	MINICONDA
Registration Number:	4983131	ANACONDA
Registration Number:	4908201	CONDA
Registration Number:	4750611	WAKARI
Registration Number:	4750610	WAKARI
Registration Number:	4345800	ANACONDA
Registration Number:	4318774	CONTINUUM ANALYTICS
Registration Number:	4325817	CONTINUUM ANALYTICS

CORRESPONDENCE DATA

Fax Number:
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.

Email: jlandweber@mcguirewoods.com

Correspondent Name: Joseph Landweber

Address Line 1: Two Embarcadero Center, Suite 1300

Address Line 2: McGuireWoods LLP

TRADEMARK

OP \$315.00 5593692

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Joseph Landweber

SIGNATURE: /JOSEPH LANDWEBER/

DATE SIGNED: 08/07/2019

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ANACONDA, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 7, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ORIX GROWTH CAPITAL, LLC

Street Address: 1717 Main Street, Suite 1100

City: Dallas

State: Texas

Country: United States of America Zip: 75201

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto.

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: (415) 490-0853

Docket Number: _____

Email Address: jlandweber@mcguirewoods.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

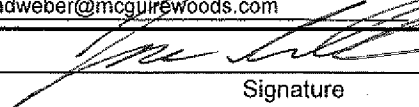
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



August 7, 2019

Signature

Date



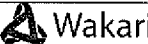

Joseph Landweber

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

SCHEDULE A

Mark	Filing Date	Appl. No.	Reg. No.	Reg. Date	Registrant/Owner
ANACONDA	November 7, 2017		5593692	October 30, 2018	Anaconda, Inc.
	Nov. 06, 2017		5614749	Nov. 27, 2018	Anaconda, Inc.
	Jun. 21, 2016		5068864	Oct. 25, 2016	Anaconda, Inc.
ANACONDA FUSION	Nov. 21, 2016		5240497	Jul. 11, 2017	Anaconda, Inc.
MINICONDA	Nov. 03, 2015		4983132	Jun. 21, 2016	Anaconda, Inc.
	Nov. 03, 2015		4983131	Jun. 21, 2016	Anaconda, Inc.
CONDA	Jul. 21, 2015		4908201	Mar. 01, 2016	Anaconda, Inc.
	Apr. 07, 2014		4750611	Jun. 09, 2015	Anaconda, Inc.
WAKARI	Apr. 07, 2014		4750610	Jun. 09, 2015	Anaconda, Inc.
ANACONDA	Aug. 20, 2012		4345800	Jun. 04, 2013	Anaconda, Inc.
CONTINUUM ANALYTICS	May 02, 2012		4318774	Apr. 09, 2013	Anaconda, Inc.
	May 02, 2012		4325817	Apr. 23, 2013	Anaconda, Inc.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 7, 2019 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and ANACONDA, INC., a California corporation ("Grantor").

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 "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. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A 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 Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of

a security interest therein in favor of Lender.

4. 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.
5. 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 (other than Section 5-1401 of the New York General Obligations Law), provided that the Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; 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:

Address of Grantor:

206 East 9th Street
Floor 18
Austin, Texas 78701

ANACONDA, INC

By:

Name: 
Scott A. Collison

Title: CEO

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ANACONDA, INC.)
Signature Page

TRADEMARK

REEL: 006715 FRAME: 0252

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By: 

Name: Mark Campbell

Title: Authorized Signatory

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ANACONDA, INC.)
Signature Page

TRADEMARK
REEL: 006715 FRAME: 0253

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Mark	Filing Date	Appl. No.	Reg. No.	Reg. Date	Registrant/Owner
ANACONDA	November 7, 2017		5593692	October 30, 2018	Anaconda, Inc.
	Nov. 06, 2017		5614749	Nov. 27, 2018	Anaconda, Inc.
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WAKARI	Apr. 07, 2014		4750610	Jun. 09, 2015	Anaconda, Inc.
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 CONTINUUM ANALYTICS	May 02, 2012		4325817	Apr. 23, 2013	Anaconda, Inc.

SCHEDULE C

Patents

Registered Patents

Title	Appl. No.	Filing Date	Patent/Pub. No.	Issue/Pub. Date	Assignee
System and Method of Remediating and Redeploying Out of Compliance Applications and Cloud Services	62/828,950	4/3/2019	N/A	N/A	Anaconda, Inc.
System and Method of Remediating and Redeploying Out of Compliance Applications and Cloud Services	16/452,427	6/25/2019	N/A	N/A	Anaconda, Inc.