

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InRule Technology, Inc.		08/16/2019	Corporation: DELAWARE
Intuition MergerSub, Inc.		08/16/2019	Corporation: DELAWARE
Intuition Intermediate Holding Corporation		08/16/2019	Corporation: DELAWARE
InRule Solutions, LLC		08/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	55 Almaden Boulevard
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4449809	BE DECISIVE. LEVERAGE RULES. GET RESULTS
Registration Number:	5052588	THINKING IN RULES
Registration Number:	3161726	INRULE TECHNOLOGY
Registration Number:	3126068	IRAUTHOR
Registration Number:	3073319	IRSERVER
Registration Number:	3126069	IRSDK
Registration Number:	3677853	IRCATALOG
Registration Number:	3749427	IRVERIFY
Registration Number:	4449811	DECISIVE LEVERAGERULES. GETRESULTS.
Registration Number:	4348004	IRX
Registration Number:	4382429	POLICY TO PRACTICE
Registration Number:	4812099	INRULE
Registration Number:	4758961	INRULE TECHNOLOGY
Registration Number:	5228927	IRDISTRIBUTION
Registration Number:	3068167	INRULE

OP \$390.00 4449809

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3102843894*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:** 4242393744**Email:** susan.yates@btlaw.com**Correspondent Name:** Susan Yates**Address Line 1:** 2029 Century Park E Ste 300**Address Line 4:** Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Susan Yates
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SIGNATURE:	/Susan Yates/
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DATE SIGNED:	08/22/2019
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 16, 2019 (the "*Agreement*") between WESTERN ALLIANCE BANK, an Arizona corporation ("*Bank*"), InRule Technology, Inc., a Delaware corporation ("*InRule*"), Intuition MergerSub, Inc., a Delaware corporation ("*MergerSub*"), Intuition Intermediate Holding Corporation, a Delaware corporation ("*Parent*"), and InRule Solutions, LLC, a Delaware limited liability company ("*Solutions*"; and together with InRule, MergerSub and Parent, collectively, the "*Grantors*", and each individually, a "*Grantor*") is made with reference to (i) the Loan and Security Agreement, dated as of August 16, 2019 (as amended from time to time, the "*Loan Agreement*"), among Bank, InRule and MergerSub, (ii) the Security Agreement, dated as of August 16, 2019, executed by Solutions in favor of Bank (as amended from time to time, the "*Solutions Security Agreement*") and (iii) the Security Agreement, dated as of August 16, 2019, executed by Parent in favor of Bank (as amended from time to time, the "*Parent Security Agreement*"; and together with the Loan Agreement and the Solutions Security Agreement, collectively, the "*Loan Security Documents*"). 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, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Security Documents, each Grantor grants to Bank a security interest in all right, title, and interest of such 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;

provided, however, the Intellectual Property Collateral shall not include any assets excluded from the collateral described on Exhibit A to the Loan Agreement.

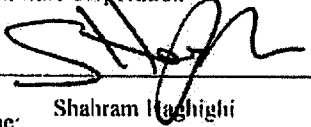
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Security Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or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

[signatures on following page]

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

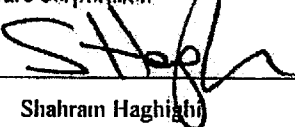
GRANTORS:

INRULE TECHNOLOGY, INC.,
a Delaware corporation

By: 
Name: Shahram Haghighi
Title: Authorized Signatory

Address for Notices:
InRule Technology, Inc.
c/o OpenGate Capital Management
10250 Constellation Blvd, Suite 3000
Los Angeles, CA 90067
Attn: Rob Young and Michael Song
Email: ryoung@opengatecapital.com;
msong@opengatecapital.com

INTUITION MERGERSUB, INC.,
a Delaware corporation

By: 
Name: Shahram Haghighi
Title: President and Secretary

Address for Notices:
Intuition MergerSub, Inc.
c/o OpenGate Capital Management
10250 Constellation Blvd, Suite 3000
Los Angeles, CA 90067
Attn: Rob Young and Michael Song
Email: ryoung@opengatecapital.com;
msong@opengatecapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____
Name: _____
Title: _____

Address for Notices:
Attn: Note Department
55 Almaden Boulevard
San Jose, California 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[signatures continued on following page]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

GRANTORS:

INRULE TECHNOLOGY, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:

InRule Technology, Inc.
c/o OpenGate Capital Management
10250 Constellation Blvd, Suite 3000
Los Angeles, CA 90067
Attn: Rob Young and Michael Song
Email: ryoung@opengatecapital.com;
msong@opengatecapital.com

INTUITION MERGERSUB, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Intuition MergerSub, Inc.
c/o OpenGate Capital Management
10250 Constellation Blvd, Suite 3000
Los Angeles, CA 90067
Attn: Rob Young and Michael Song
Email: ryoung@opengatecapital.com;
msong@opengatecapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Daniel Pistone

Title: Senior Vice President

Address for Notices:

Attn: Note Department
55 Almaden Boulevard
San Jose, California 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[signatures continued on following page]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS¹

Name	Copyright #	Year Applied
InRule Version 2.9.1	TXu001579207	2007
InRule Version 3.0	TXu001589702	2008
InRule Version 3.2	TXu001639281	2009
InRule Version 4.0	TXu001732840	2010
InRule 4.5	TXu001889241	2013
irX	TXu001867290	2013
InRule Version 4.6	TXu001911583	2014

¹ All copyrights are registered to InRule Technology, Inc., unless otherwise noted.

EXHIBIT B
TRADEMARKS²

Client Ref	Matter ID	Status	Country	Mark	Application No	App Filing Date	Registration No.	Grant Date
	210624-15001A-US	Registered/Granted	United States	IRDISTRIBUTION	86/838,047	12/3/2015	5,228,927	06/20/2017
	210624-11001A-US	Closed	United States	SIMPLICATE	85/266,420	3/19/2011	4,038,623	10/11/2011
	210624-11002A-US	Closed	United States	SIMPLICATING COMPLEXITY	85/266,436	3/14/2011	4,038,624	10/11/2011
	210624-12003A-US	Registered/Granted	United States	BE DECISIVE, LEVERAGE, RULES, GET RESULTS	85/659,493	6/22/2012	4,449,809	12/17/2013
	210624-15001A-US	Registered/Granted	United States	THINKING IN RULES	86/721,503	8/11/2015	5,052,588	10/04/2016
	210624-05003B-AU	Registered/Granted	Australia	IRAUTHOR	1,714,576	8/14/2015	1,714,576	07/13/2016
IRT-FT-14-001EU	210624-05001C-EU	Registered/Granted	European Union	INRULE TECHNOLOGY	13093232	7/18/2014	13093232	02/18/2015
IRT-FT-14-002EU	210624-05002C-EU	Registered/Granted	European Union	INRULE	13093174	7/18/2014	13093174	02/18/2015
IRT-FT-15-001AU	210624-05001D-AU	Registered/Granted	Australia	INRULE TECHNOLOGY	1,714,581	8/14/2015	1,714,581	07/12/2016
IRT-FT-15-002AU	210624-05002D-AU	Registered/Granted	Australia	INRULE	1,714,578	8/14/2015	1,714,578	07/12/2016
IRT-FT-15-004AU	210624-05004B-AU	Registered/Granted	Australia	IRSERVER	1,714,565	8/14/2015	1,714,565	07/13/2016
IRT-FT-15-005AU	210624-05006B-AU	Registered/Granted	Australia	IRSDK	1,714,554	8/14/2015	1,714,554	07/13/2016
IRT-FT-15-006AU	210624-12002B-AU	Registered/Granted	Australia	IRX	1,714,551	8/14/2015	1,714,551	07/13/2016
IRT-T-05-001	210624-05001A-US	Registered/Granted	United States	INRULE TECHNOLOGY	78/594,637	3/24/2005	3,161,726	10/24/2006
IRT-T-05-002	210624-05002A-US	Registered/Granted	United States	INRULE	78/594,645	3/24/2005	3,068,167	03/14/2006
IRT-T-05-003	210624-05003A-US	Registered/Granted	United States	IRAUTHOR	78/594,652	3/24/2005	3,126,068	08/08/2006
IRT-T-05-004	210624-05004A-US	Registered/Granted	United States	IRSERVER	78/594,656	3/24/2005	3,073,319	03/28/2006
IRT-T-05-006	210624-05006A-US	Registered/Granted	United States	IRSDK	78/594,670	3/24/2005	3,126,069	08/08/2006
IRT-T-05-009	210624-05009A-US	Registered/Granted	United States	IRCATALOG	78/596,233	3/28/2005	3,677,853	09/01/2009
IRT-T-09-003	210624-09003A-US	Registered/Granted	United States	IRVERIFY	77/776,905	7/8/2009	3,749,427	02/16/2010
IRT-T-12-001	210624-12004A-US	Registered/Granted	United States	DECISIVE LEVERAGE, RULES, GET RESULTS and Design	85/660,429	6/25/2012	4,449,811	12/17/2013
IRT-T-12-002	210624-12002A-US	Registered/Granted	United States	IRX	85/638,323	5/30/2012	4,348,064	06/04/2013
IRT-T-12-005	210624-12005A-US	Registered/Granted	United States	POLICY TO PRACTICE	85/659,511	6/22/2012	4,382,429	08/13/2013
IRT-T-14-003	210624-05002B-US	Registered/Granted	United States	INRULE	86/527,308	2/6/2015	4,812,099	09/15/2015
IRT-T-14-004	210624-05001B-US	Registered/Granted	United States	INRULE TECHNOLOGY	86/369,684	8/18/2014	4,758,961	06/23/2015
		Closed	United States	IRSTUDIO	77/776,863	07/08/2009	3,749,424	02/16/2010
		Closed	United States	IRSCRIPT	77/776,840	07/08/2009	3,749,422	02/16/2010

EXHIBIT C

PATENTS⁵

Client Ref	Matter ID	Application Type	Case Type	Status	Country	Title	Application No	App Filing Date
IRT-EP-12-001AU	210624-12001C-AU	PCT Based with Priority	Patent	Closed	Australia	SYSTEM AND METHOD FOR APPLYING A BUSINESS RULE MANAGEMENT SYSTEM TO A CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM	2013338563	9/9/2013
IRT-EP-12-001EPO	210624-12001B-EP	PCT Based with Priority	Patent	Closed	European Patent Application	SYSTEM AND METHOD FOR APPLYING A BUSINESS RULE MANAGEMENT SYSTEM TO A CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM	13851268.6 (EP20130851268)	9/9/2013
IRT-P-12-001	210624-12001A-US	Priority Founding	Patent	Closed	United States	SYSTEM AND METHOD FOR APPLYING A BUSINESS RULE MANAGEMENT SYSTEM TO A CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM	13/663,144	10/29/2012

⁵ All patents are registered to InRule Technology, Inc., unless otherwise noted.