

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accurrence, Inc.		08/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5502196	CONSISTENTLY SMARTER BUSINESS	
Registration Number:	5507033	S.A.G.E. SMART AUTOMATED GUIDELINE ENGIN	
Registration Number:	5036321	FIELDASSIST	
Registration Number:	5036157	QUALITYASSIST	
Registration Number:	5036160		
Registration Number:	5036158	SETTLEASSIST	
Registration Number:	5036159	SCOPEASSIST	
Registration Number:	5172765	TRUEREOF	
Registration Number:	4489512	QUALITYASSIST	
Registration Number:	4345431	SCOPEASSIST	
Registration Number:	4522525	FIELDASSIST	
Registration Number:	4083803	ACCURENCE	
Registration Number:	3916047	SETTLEASSIST	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		

CH \$340.00 5502196

Correspondent Name: Jennifer Lee Taylor
Address Line 1: 425 Market Street
Address Line 2: c/o Morrison & Foerster LLP
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 27292-1572

NAME OF SUBMITTER: Jennifer Lee Taylor

SIGNATURE: /JLT2/

DATE SIGNED: 08/29/2019

Total Attachments: 10

source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page1.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page2.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page3.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page4.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page5.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page6.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page7.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page8.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page9.tif
source=1 - Next Gear - Intellectual Property Security Agreement (Accurrence)#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”), dated as of August 29, 2019 is entered into by and between ACCURENCE, INC., a Delaware corporation (“*Grantor*”), and SILICON VALLEY BANK, as Administrative Agent (“*Agent*”), pursuant to (i) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of July 5, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among Agent and certain of Grantor’s affiliates, (ii) that certain Assumption Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Assumption Agreement*”), made by Grantor, Next Gear Intermediate, LLC and NG Accurrence, Inc. in favor of Agent and (iii) that certain Amended and Restated Credit Agreement, dated as July 5, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), made by, among others, certain affiliates of Grantor, Agent, and certain lenders party thereto.

RECITALS

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Assumption Agreement, Grantor has granted in favor of Agent a security interest in certain Collateral, including the Intellectual Property Collateral (as hereinafter defined).

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 the Obligations under and as defined in the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Subject to the terms and conditions of the Guarantee and Collateral Agreement and the Assumption Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Guarantee and Collateral Agreement and the Assumption Agreement, Grantor hereby grants to Agent 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 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, 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.

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. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit 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 Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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.

6. 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.

7. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

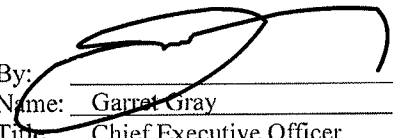
8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 29, 2019, as the same may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time (the “**Intercreditor Agreement**”), among Silicon Valley Bank, as First Lien Representative (as defined therein), and Agent, as Second Lien Representative (as defined therein) and the Grantors (as defined therein) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[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:

ACCURENCE, INC.

By: 
Name: Garret Gray
Title: Chief Executive Officer

[Signatures continued on next page.]

AGENT:

SILICON VALLEY BANK

By: Jonathan Wolfert
Name: Jonathan Wolfert
Title: Vice President

EXHIBIT A

Copyrights

Registered Copyrights

<i>Jurisdiction</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Work of Authorship</i>	<i>Current Owner of Record</i>
United States of America	USCOPYRIGHT TX TX007404000	June 05, 2011	Accurence, Inc. SmartForms.	ACCURENCE, INC.
United States of America	USCOPYRIGHT TXu001700459	July 25, 2008	Water Event Manager	LOSS TECHNOLOGY SERVICES, INC.

EXHIBIT B

Patents

Issued Patents

<i>Jurisdiction</i>	<i>Patent No.</i>	<i>Issue Date</i>	<i>Inventor</i>	<i>Title</i>	<i>Current Owner of Record</i>
United States of America	US 10181079 B2	2019-01-15	Labrie, Zachary; Zamora, Benjamin	System and method for performing video or still image analysis on building structures	ACCURENCE, INC.
United States of America	US 9721264 B2	2017-08-01	Bruffey, Tim; Labrie, Zachary; Zamora, Benjamin	Method and system for property damage analysis	ACCURENCE, INC.
United States of America	US 9158869 B2	2015-10-13	Bruffey, Tim; Labrie, Zachary; Zamora, Benjamin	Method and system for property damage analysis	ACCURENCE, INC.
United States of America	US 8983806 B2	2015-03-17	Bruffey, Tim; Labrie, Zachary; Zamora, Benjamin	Method and system for roof analysis	ACCURENCE, INC.

Pending Patent Applications

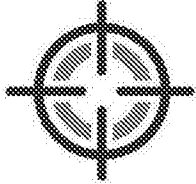
<i>Jurisdiction</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Inventor</i>	<i>Title</i>	<i>Current Owner of Record</i>
United States of America	16/245,506	2019-01-11	Labrie, Zachary; Zamora, Benjamin	SYSTEM AND METHOD FOR PERFORMING VIDEO OR STILL IMAGE ANALYSIS ON BUILDING STRUCTURES	ACCURENCE, INC.
United States of America	16/208,113	2018-12-03	Bruffey, Timothy; Labrie, Zachary; Zamora, Benjamin	SYSTEMS AND METHODS FOR PERFORMING IMAGE ANALYSIS	ACCURENCE, INC.
United States of America	15/606,475	2017-05-26	Bruffey, Timothy; Labrie, Jacob; Labrie, Zachary	REPAIR ESTIMATE QUALITY ASSURANCE AUTOMATION	ACCURENCE, INC.
United States of America	15/663,518	2017-07-28	Bruffey, Timothy; Labrie,	METHOD AND SYSTEM FOR PROPERTY	ACCURENCE, INC.

			Zachary; Zamora, Benjamin	DAMAGE ANALYSIS	
United States of America	15/423,392	2017-02-02	Erickson, Warren D; NELSON, Edwin Ted	WATER DAMAGE MITIGATION ESTIMATING SYSTEM AND METHOD	LOSS TECHNOLOGY SERVICES, INC.
United States of America	15/214,877	2016-07-20	Bruffey, Timothy; Labrie, Jacob	ASSET TRACKING SYSTEM AND METHOD OF ENABLING USER COST REDUCTION FOR SUCH ASSETS	ACCURENCE, INC.
United States of America	15/345,071	2016-11-07	Bruffey, Timothy; Labrie, Zachary	SEQUENTIAL ESTIMATE AUTOMATION	ACCURENCE, INC.
United States of America	14/968,574	2015-12-14	Bruffey, Timothy; Labrie, Jacob; Labrie, Zachary	METHOD AND SYSTEM FOR CONVERTING RESOURCE NEEDS TO SERVICE DESCRIPTIONS	ACCURENCE, INC.

EXHIBIT C

Trademarks

Registered Trademarks

Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
United States of America	5502196	6/26/18	11/13/17	ACCURENCE, INC.	CONSISTENTLY SMARTER BUSINESS
United States of America	5507033	7/3/18	11/13/17	ACCURENCE, INC.	S.A.G.E. SMART AUTOMATED GUIDELINE ENGINE
United States of America	5036321	9/6/16	2/1/16	ACCURENCE, INC.	FIELDASSIST
United States of America	5036157	9/6/16	1/29/16	ACCURENCE, INC.	QUALITYASSIST
United States of America	5036160	9/6/16	1/29/16	ACCURENCE, INC.	Design Only 
United States of America	5036158	9/6/16	1/29/16	ACCURENCE, INC.	SETTLEASSIST
United States of America	5036159	9/6/16	1/29/16	ACCURENCE, INC.	SCOPEASSIST
United States of America	5172765	3/28/17	1/28/16	ACCURENCE, INC.	TRUEROF
United States of America	4489512	2/25/14	2/1/13	ACCURENCE, INC.	QUALITYASSIST
United States of America	4345431	6/4/13	4/27/12	ACCURENCE, INC.	SCOPEASSIST
United States of America	4522525	4/29/14	4/27/12	ACCURENCE, INC.	FIELDASSIST
United States of America	4083803	1/10/12	6/5/11	ACCURENCE, INC.	ACCURENCE
United States of America	3916047	2/8/11	3/16/10	ACCURENCE, INC.	SETTLEASSIST

Pending Trademark Applications

Jurisdiction	Application No.	Filing Date	Applicant	Mark
United States of America	87812391	2/27/18	Accurence, Inc.	COLLABORATION ASSIST

EXHIBIT D

Mask Works

None.