# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM543653 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EVERSTRING TECHNOLOGY LIMITED		09/26/2019	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD, SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	4616091	EVERSTRING	

### CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com JENNIFER FITZPATRICK **Correspondent Name:** 

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1257
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	10/02/2019

# **Total Attachments: 7**

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> **TRADEMARK** REEL: 006762 FRAME: 0406

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> TRADEMARK REEL: 006762 FRAME: 0407

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 26, 2019 (the "Agreement") between Western Alliance Bank, an Arizona corporation ("Lender") and EverString Technology Limited ("Grantor") is made with reference to the Loan and Security Agreement, dated as of September 26, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. 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, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of 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 registered Copyrights and applications therefor 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 Grantor 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to

TRADEMARK REEL: 006762 FRAME: 0408 Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

# GRANTOR:

**EVERSTRING TECHNOLOGY LIMITED** 

By:

Name: <u>Jeff Stechens</u>

Title: <u>C F0</u>

Address for Notices:

Attn: Jeff Stevens, Chief Financial Officer

1850 Gateway Drive, Suite 400

San Mateo, CA, 94404 Email: jeffs@everstring.com LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:

Name:

Title:

Address for Notices:

Attn: Francesco Corradino, AVP 55 Almaden Boulevard, Suite 100 San Jose, California 95113

Email: Francesco.Corradino@bridgebank.com

209657419

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

Email: Francesco.Corradino@bridgebank.com

GRANTOR:	LENDER:	
EVERSTRING TECHNOLOGY LIMITED	WESTERN ALLIANCE BANK, an Arizona corporation	
Ву:	By:	
Name:	Name: Lary Sharra	
Title:	Title: Sentar Director	
Address for Notices: Attn: Jeff Stevens, Chief Financial Officer 1850 Gateway Drive, Suite 400 San Mateo, CA, 94404	Address for Notices: Attn: Francesco Corradino, AVP 55 Almaden Boulevard, Suite 100 San Jose, California 95113	

209657419

Email: jeffs@everstring.com

# **EXHIBIT A**

# COPYRIGHTS

Please Check if No Copyrights Exist ☑

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre - registered ?

# **EXHIBIT B**

# **TRADEMARKS**

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	Filing Date / Registration Date:
EVERSTRING	86/027,213	4,616,091	August 2, 2013 /
			October 7, 2014

# **EXHIBIT C**

# **PATENTS**

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:
WEB CRAWLING FOR USE IN PROVIDING LEADS GENERATION AND ENGAGEMENT RECOMMENDATIO NS	10,380,609	15/040,942	Issued	August 13, 2019
KEYWORD AND BUSINESS TAG EXTRACTION	N/A	15/689,942	Pending	August 29, 2017
AUTOMATED INDUSTRY CLASSIFICATION WITH DEEP LEARNING	N/A	62/380,908	Pending	October 29, 2018
AUTOMATED COMPANY MATCHING	N/A	62/833,735	Pending	April 14, 2019

**RECORDED: 10/02/2019**