

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ResearchGate GmbH		10/30/2019	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC.		
<b>Street Address:</b>	2951 28th Street, Suite 1000		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5618419	RESEARCHGATE	
<b>Registration Number:</b>	4440676	RESEARCHGATE	
<b>Registration Number:</b>	4440677	RESEARCHGATE	
<b>Registration Number:</b>	5025068	RG	
<b>Registration Number:</b>	5733549	RG	
<b>Registration Number:</b>	5025069	RG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8013374500		
<b>Email:</b>	nwells@legendslaw.com		
<b>Correspondent Name:</b>	Nicholas D. Wells		
<b>Address Line 1:</b>	330 Main St.		
<b>Address Line 4:</b>	Kaysville, UTAH 84037		
<b>NAME OF SUBMITTER:</b>	Nicholas D. Wells		
<b>SIGNATURE:</b>	/Nicholas Wells/		
<b>DATE SIGNED:</b>	11/07/2019		

OP \$165.00 5618419

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of October 30, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Obsidian Agency Services, Inc., a California corporation, as collateral agent for Lenders (the "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of October 30, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Collateral Agent, Obsidian Agency Services, Inc., a California corporation, as administrative agent for Lenders, Lenders and ResearchGate GmbH, Lenders have agreed to make Credit Extensions (collectively, "Loans") to ResearchGate GmbH upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, to induce Lenders to enter into the Credit Agreement, to induce Lenders to make the Loans thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, hereby agree with Collateral Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. **Grant of Security Interest in Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Collateral Agent, and grants to Collateral Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Credit Agreement (including, without limitation, Exhibit A thereof), and shall not include any property of Grantors excluded from the definition of “Collateral” under the Credit Agreement.

3. **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. **Credit Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent and Lenders with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. **Termination.** Upon the payment in full of the Obligations (other than inchoate indemnity obligations), the security interest in the Intellectual Property granted under this Agreement shall automatically terminate, and Collateral Agent shall, at Grantors’ request and expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement. Upon the occurrence of the IP Lien Release Conditions and Collateral Agent’s receipt of a Grantor’s written request to terminate Collateral Agent’s Lien on such Grantor’s Intellectual Property and Intellectual Property Licenses, Collateral Agent shall release promptly its Lien on such Grantor’s Intellectual Property and Intellectual Property Licenses, at Grantor’s sole cost and expense, and execute such documentation and take such further action as is reasonably necessary to make effective the termination of such Lien.

6. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission

or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

## 8. Choice of Law, Venue, Jury Trial Waiver.

(a) **Governing Law.** California law governs the Loan Documents without regard to principles of conflicts of law. Grantors and Collateral Agent each submit to the exclusive jurisdiction of the State and Federal courts in Los Angeles County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Collateral Agent. Grantors expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and each Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in, or subsequently provided by Grantors in accordance with, Section 10 of the Credit Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantors' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

**(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTORS AND COLLATERAL AGENT AND EACH LENDER EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION IN CONNECTION WITH THE LOAN DOCUMENTS, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

(c) **Judicial Reference.** WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of Los Angeles County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Los Angeles County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the

course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Los Angeles County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

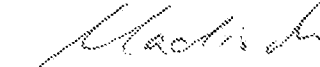
(d) **Scope of Authority.** The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**ResearchGate GmbH**

By: 

Name: Jjad Madisch

Title: Managing Director

By: \_\_\_\_\_

Name: Sören Hofmayer

Title: Managing Director

**COLLATERAL AGENT:**

**Obsidian Agency Services, Inc.**, a California corporation, as Collateral Agent

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**ResearchGate GmbH**

By: \_\_\_\_\_

Name: Ijad Madisch

Title: Managing Director

By: \_\_\_\_\_

Name: Sören Hofmayer

Title: Managing Director

**COLLATERAL AGENT:**

**Obsidian Agency Services, Inc.**, a California corporation, as Collateral Agent

\_\_\_\_\_  
Name:

Title:



IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

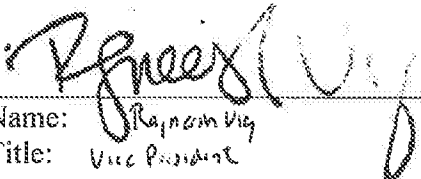
**GRANTOR:**

**ResearchGate GmbH**

By: \_\_\_\_\_  
Name:  
Title:

**COLLATERAL AGENT:**

**Obsidian Agency Services, Inc., a California corporation, as Collateral Agent**

  
Name: Raymond Vig  
Title: Vice President

**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents:**

Name of Patent	Application Number / Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder
SYSTEM, COMPUTER PROGRAM PRODUCT AND COMPUTER-IMPLEMENTED METHOD FOR SHARING ACADEMIC USER PROFILES AND RANKING ACADEMIC USERS	13/533,707 (9,111,319)	June 26, 2012	US	ResearchGate GmbH
PUBLICATION REVIEW USER INTERFACE AND SYSTEM	14/657,139 (10,389,767)	March 13, 2015	US	ResearchGate GmbH
PUBLICATION REVIEW USER INTERFACE AND SYSTEM	16/454,344	June 27, 2019	US	ResearchGate GmbH
ONLINE PUBLICATION SYSTEM AND METHOD	15/040,109 (10,102,298)	February 10, 2016	US	ResearchGate GmbH
ONLINE PUBLICATION SYSTEM AND METHOD	15/040,127 (9,996,629)	February 10, 2016	US	ResearchGate GmbH
ONLINE PUBLICATION SYSTEM AND METHOD	15/040,133	February 10, 2016	US	ResearchGate GmbH
ONLINE PUBLICATION SYSTEM AND METHOD	15/040,139 (9,858,349)	February 10, 2016	US	ResearchGate GmbH
ONLINE PUBLICATION SYSTEM AND METHOD	15/847,152 (10,387,520)	December 19, 2017	US	ResearchGate GmbH
ONLINE PUBLICATION SYSTEM AND METHOD	15/958,856	April 20, 2018	US	ResearchGate GmbH
ENHANCED ONLINE USER-INTERACTION TRACKING	15/158,989 (9,753,922)	May 19, 2016	US	ResearchGate GmbH

Name of Patent	Application Number / Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder
ENHANCED ONLINE USER-INTERACTION TRACKING	15/682,236	August 21, 2017	US	ResearchGate GmbH
ENHANCED ONLINE USER-INTERACTION TRACKING	15/950,010	April 10, 2018	US	ResearchGate GmbH
ENHANCED ONLINE USER-INTERACTION TRACKING AND DOCUMENT RENDITION	15/965,666	April 27, 2018	US	ResearchGate GmbH
ENHANCED ONLINE USER-INTERACTION TRACKING AND DOCUMENT RENDITION	16/146,545	September 28, 2018	US	ResearchGate GmbH
AUTHOR DISAMBIGUATION AND PUBLICATION ASSIGNMENT	14/988,469 (10,133,807)	January 5, 2016	US	ResearchGate GmbH
AUTHOR DISAMBIGUATION AND PUBLICATION ASSIGNMENT	15/199,518 (10,157,218)	June 30, 2016	US	ResearchGate GmbH
AUTHOR DISAMBIGUATION AND PUBLICATION ASSIGNMENT	15/199,581 (9,928,291)	June 30, 2016	US	ResearchGate GmbH
AUTHOR DISAMBIGUATION AND PUBLICATION ASSIGNMENT	16/194,158	November 16, 2018	US	ResearchGate GmbH
PROPAGATION OF DATA CHANGES IN A DISTRIBUTED SYSTEM	15/062,763	March 7, 2016	US	ResearchGate GmbH
LINKING DOCUMENTS USING CITATIONS	15/159,028 (10,282,424)	May 19, 2016	US	ResearchGate GmbH

Name of Patent	Application Number / Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder
LINKING DOCUMENTS USING CITATIONS	16/353,635	March 14, 2019	US	ResearchGate GmbH
LINKING DOCUMENTS USING CITATIONS	16/353,716	March 14, 2019	US	ResearchGate GmbH

**Patent Applications:**

Description of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder
IDENTIFYING PRODUCT IN DOCUMENT	A A 15/635,607	Jun 28, 2017	US	ResearchGate GmbH
IDENTIFYING PRODUCT IN DOCUMENT	A A 15/635,655	Jun 28, 2017	US	ResearchGate GmbH

**Patent Licenses:**

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

**Trademarks:**

Trademark	Registration Number	Date of Filing	Jurisdiction of Filing	Name of trademark holder if other than Borrower
RESEARCHGATE	5618419	7/1/2017	US	ResearchGate GmbH
RESEARCHGATE	4440676	8/12/2011	US	ResearchGate GmbH
RESEARCHGATE & Design	4440677	8/12/2011	US	ResearchGate GmbH
RG	5025068	6/9/2015	US	ResearchGate GmbH
RG Logo	5733549	9/18/2018	US	ResearchGate GmbH
RG Stylized & Design	5025069	6/9/2015	US	ResearchGate GmbH

**Trademark Applications:**

Trademark	Trademark Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
N/A				

**Trademark Licenses:**

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
N/A		

**Registered Copyrights:**

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing	Name of copyright holder if other than Borrower
N/A				

**Registered Copyright Applications:**

Copyright	Copyright Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
N/A				

**Copyright Licenses:**

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
N/A		

**Other Material Intellectual Property Licenses/Agreements:**

Name/Date of License / Agreement	Name of Licensor / other party	Expiration Date of License
N/A		