

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561126

<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>
ADARA, INC.		01/31/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	201 SPEAR STREET		
<b>Internal Address:</b>	STE. 1500		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88298997	ADARA: KNOW WHAT TRAVELERS NEED NEXT	
<b>Serial Number:</b>	88298999	PREDICTIVE TRAVELER INTELLIGENCE	
<b>Registration Number:</b>	5602971	GUESTFINDER	
<b>Registration Number:</b>	4203083	ADARA	
<b>Serial Number:</b>	87524282	ADARA	
<b>Serial Number:</b>	87807808	CUSTOMER YIELD INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	039299.000037		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		

CH \$165.00 88298997

<b>DATE SIGNED:</b>	02/07/2020
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**Total Attachments: 7**

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- source=Bridge Bank\_ADARA (Executed IP Security Agreement 1\_2020)#page2.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 31, 2020, (the “**Agreement**”) between WESTERN ALLIANCE BANK, an Arizona corporation (“**Bank**”) and ADARA, INC., a California corporation, (“**Grantor**”) is made with reference to that certain Loan and Security Agreement by and between Bank and Grantor, dated as of date hereof (as amended, modified, supplemented or restated from time to time, the “**Loan Agreement**”). 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 Bank 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 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 registered 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.

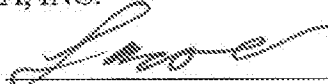
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 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.

[Signature Pages Follow]

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

**GRANTOR:**

ADARA, INC.

By 

Name: LAYTON HAN

Title: CEO

Address for Notices:

1070 East Meadow Circle  
Palo Alto, California 94303  
Attn: Frank Teruel, Chief Operating Officer  
Email: [frank.teruel@adara.com](mailto:frank.teruel@adara.com)

**BANK:**

WESTERN ALLIANCE BANK

By \_\_\_\_\_

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

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

Address for Notices:

Bridge Bank, a division of Western Alliance  
Bank  
201 Spear Street, Ste. 1500  
San Francisco, California 94105  
Attn: Elisa Sun, Vice President  
E-mail: [elisa.sun@bridgebank.com](mailto:elisa.sun@bridgebank.com)

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

**GRANTOR:**

ADARA, INC.

By \_\_\_\_\_

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

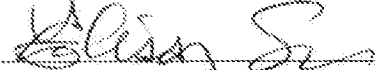
Title: \_\_\_\_\_

Address for Notices:

1070 East Meadow Circle  
Palo Alto, California 94303  
Attn: Frank Teruel, Chief Operating Officer  
Email: [frank.teruel@adara.com](mailto:frank.teruel@adara.com)

**BANK:**

WESTERN ALLIANCE BANK

By  \_\_\_\_\_

Name: Elisa Sun

Title: VP

Address for Notices:

Bridge Bank, a division of Western Alliance Bank  
201 Spear Street, Ste. 1500  
San Francisco, California 94105  
Attn: Elisa Sun, Vice President  
E-mail: [elisa.sun@bridgebank.com](mailto:elisa.sun@bridgebank.com)

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
ADARA: KNOW WHAT TRAVELERS NEED NEXT	88/298,997			02/12/2019
PREDICTIVE TRAVELER INTELLIGENCE	88/298,999			02/12/2019
GUESTFINDER		5,602,971		11/06/2018
ADARA	87/524,282			07/11/2017
ADARA		4,203,083		09/04/2012
CUSTOMER YIELD INTELLIGENCE	87/807,808			02/22/2018



EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Collecting, Synching, and Organizing Data Received from a Single Customer Across Multiple Online and Connected Devices		14/195,708		03/03/2014
Hotel Recommendation Engine Based on Customer Data from Multiple Online Sources		14/195,711		03/03/2014
Rule Set-Based Authorization for Data Pool		16/001,913		06/06/2018