

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564589

<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>
Rift, Inc.		02/26/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North Bridge Venture Partners 7, L.P.		
<b>Street Address:</b>	950 Winter Street, Suite 4600		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02451		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5176695	RIFT.IO	
<b>Registration Number:</b>	5181919	RIFT.IO	
<b>Registration Number:</b>	5176711	RIFT.WARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175265000		
<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>	617-526-6448		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	104402.193		
<b>NAME OF SUBMITTER:</b>	MICHAEL J. BEVILACQUA		
<b>SIGNATURE:</b>	/michael j. bevilacqua/		
<b>DATE SIGNED:</b>	02/29/2020		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of February 26, 2020, by Rift, Inc., a Delaware corporation ("Grantor"), in favor of North Bridge Venture Partners 7, L.P. ("Grantee").

**WHEREAS**, Grantee lent or may lend Grantor certain amounts of money pursuant to the terms and conditions of those certain secured convertible promissory notes, issued by Grantor to Grantee on July 3, 2019, September 13, 2019, November 12, 2019, December 13, 2019, January 21, 2020, and as of the date hereof (collectively, each as amended from time to time, the "Notes"); and

**WHEREAS**, pursuant to the Loan and Security Agreement, dated as of the date hereof, by and between Grantor and Grantee (the "Security Agreement"), Grantor has granted Grantee a security interest in all of its intellectual property in order to secure performance of the Grantor's obligations under the Notes.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Grantee, to secure Grantor's payment and performance under the Notes, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to all of the Grantor's intellectual property, including, without limitation, the following (collectively, the "Collateral").

(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 or otherwise, 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 A 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 A attached hereto, other than any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral (collectively, the “Trademarks”);

(f) All mask works or similar rights, now owned or hereafter acquired (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.

3. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the Security Interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Notes or Security Agreement, the Notes or Security Agreement, as applicable, shall control.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

5. 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 interpreted and determined in accordance with the laws of the State of New York (excluding the laws and rules of law applicable to conflicts or choice of law).

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**RIFT, INC.**

By:     Matt Bross      
Matthew Bross  
Chief Executive Officer

**GRANTEE:**

**NORTH BRIDGE VENTURE PARTNERS 7, L.P.**

By: North Bridge Venture Management 7, L.P.  
Its General Partner

By: NBVM GP, LLC  
Its General Partner

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

[Signature page to IP Security Agreement]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**RIFT, INC.**

By: \_\_\_\_\_  
Matthew Bross  
Chief Executive Officer

**GRANTEE:**

**NORTH BRIDGE VENTURE PARTNERS 7, L.P.**

By: North Bridge Venture Management 7, L.P.  
Its General Partner

By: NBVM GP, LLC  
Its General Partner

By: Ed Anderson  
Name: Ed Anderson  
Title: Manager

[Signature page to IP Security Agreement]

**EXHIBIT A**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

The Company has filed the following patents:

U.S. Patent Publication No. 2017/0126790, US Patent 9807157

HYBRID VIRTUAL LOAD BALANCER

Filed: October 29, 2015

Publication Date: May 4, 2017

Inventors: Timothy Mortsof, Matthew Harper, Gregory Alden, Aniruddha Atale, and Anil Gunturu

The Company has filed the following trademark applications:

U.S. Intent-to-Use Trademark Registration No. 5,176,695

For the Mark RIFT.IO

MBF Ref: 206674-9002-US00

Registration Date: April 4, 2017

U.S. Intent-to-Use Trademark Registration No. 5,181,919

For the Mark RIFT.IO

MBF Ref: 206674-9002-US01

Registration Date: April 11, 2017

U.S. Intent-to-Use Trademark Registration No. 5,176,711

For the Mark RIFT.WARE in Class 09

MBF Ref: 206674-9003-US00

Registration Date: April 4, 2017

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ActiveUS 178538036v.3  
ActiveUS 178538036v.3

**RECORDED: 02/29/2020**

**TRADEMARK**  
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