

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Social Sentinel, Inc.		03/24/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Triplepoint Capital, LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4187951	CAMPUS SENTINEL	
Registration Number:	4654231	SOCIAL SENTINEL	
Registration Number:	4693303	ASSESS ALERT AVERT	
Registration Number:	4758998	SOCIAL SENTINEL	
Registration Number:	4830027		
Registration Number:	5908211	SHAREIT	
Serial Number:	88413205	SENTINEL SEARCH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	650-815-7637		
Email:	aalwine@mwe.com		
Correspondent Name:	Judy M. Mohr		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	275 Middlefield Road, Suite 100		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
NAME OF SUBMITTER:	Judy M. Mohr		
SIGNATURE:	/Judy M. Mohr/		
DATE SIGNED:	04/01/2020		

CH \$190.00 4187951

Total Attachments: 8

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of March 24, 2020 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and SOCIAL SENTINEL, INC., a Delaware corporation (the “Agreement”).

The words “We”, “Us”, or “Our”, refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words “You” or “Your” refers to the grantor, which is SOCIAL SENTINEL, INC. and not any individual. The words “the Parties” refers to both TRIPLEPOINT CAPITAL LLC and SOCIAL SENTINEL, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of March 13, 2019, as amendment by the First Amendment to Growth Capital Loan and Security Agreement dated as of March 24, 2020 (together with amendments, supplements, extensions and exhibits, collectively the “Loan Agreement”). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: SOCIAL SENTINEL, INC.
Signature: [Handwritten Signature]
Print Name: RICHARD GIBBS
Title: PRESIDENT + CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between SOCIAL SENTINEL, INC., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

- Pending Patent Applications

Reference Number	Title	Country	Application Number	Status
14094-015CAU1	Systems and Methods For Identifying Relationships In Social Media Content	Canada	3004538	Pending
14094-015USU1	Systems and Methods For Identifying Relationships In Social Media Content	United States	15/773,473	Pending
14094-016CAU1	Systems and Methods For Identifying Safety and Security Threats in Social Media Content	Canada	3014913	Pending
14094-016USU1	Systems and Methods For Identifying Safety and Security Threats in Social Media Content	United States	16/079,023	Pending
14094-017USU1	Systems and Methods For Identifying Security, Safety and Wellness Climate Concerns From Social Media Content	United States	16/114,194	Pending

- Patent Covenants

Social Sentinel (SSI) entered into a Patent Rights Agreement separately with each of Geofeedia, Inc. (Geofeedia), and TAI Technologies, Incorporated (TAI), each dated April 21, 2017, under which each of Geofeedia and TAI separately covenant and agree that it will not bring suit or otherwise assert a claim against SSI for infringement of the Patents. “Patents” is defined generally as the following patents:

Reference Number	Country	Application Number	Application Filing Date	Patent Number	Issue Date	Application Status
45RS-219051	USA	13/708404	12/7/12	8484224	7/9/13	Granted
45RS-219048	USA	13/619888	9/14/2012	8595317	11/26/13	Granted
45RS-219049	USA	13/788760	3/7/2013	8612533	12/17/13	Granted
45RS-219055	USA	13/708466	12/7/2012	8639767	1/28/14	Granted
45RS-219059	USA	13/284455	10/28/2011	8655873	2/18/14	Granted
45RS-219050	USA	13/708516	12/7/2012	8655983	2/18/14	Granted

45RS-219052	USA	13/843832	3/15/2013	8849935	9/30/14	Granted
45RS-219057	USA	13/788909	3/7/2013	8850531	9/30/14	Granted
45RS-219054	USA	13/843949	3/15/2013	8862589	10/14/14	Granted
45RS-219066	USA	14/180473	2/14/2014	8990346	3/24/15	Granted
45RS-219062	USA	14/089631	11/25/2013	9055074	6/9/15	Granted
45RS-219065	USA	14/164362	1/27/2014	9077675	7/7/15	Granted
45RS-219063	USA	14/108301	12/16/2013	9077782	7/7/15	Granted
45RS-219043	USA	14/500,832	9/29/2014	9258373	2/9/16	Granted
45RS-219056	USA	13/788843	3/7/2013	9307353	4/5/16	Granted
45RS-219067	USA	14/215612	3/17/2014	9317600	4/19/16	Granted
45RS-219069	USA	14/666056	3/23/2015	9369533	6/14/16	Granted
45RS-219044	USA	14/512293	10/10/2014	9436690	9/6/16	Granted
45RS-219068	USA	14/500881	9/29/2014	9443090	9/13/16	Granted
45RS-219046	USA	14/792,538	7/6/2015	9479557	10/25/16	Granted
45RS-219042	USA	14/813,039	7/29/2015	9485318	11/1/16	Granted
45RS-228091	USA	15/018,767	2/8/2016	9497275	11/15/16	Granted
45RS-240345	USA	15/130,289	4/15/2016	9619489	4/11/17	Granted
45RS-219061	Canada	2827184	9/16/2013	2827184	8/26/14	Granted
45RS-219039	USA	14/180845	2/14/2014			Published [Abandoned]
45RS-219045	USA	14/733715	6/8/2015	10523768	12/31/19	Granted
45RS-219047	USA	14/792,506	7/6/2015	10158497	12/18/18	Granted


45RS-219040	USA	14/813,031	7/29/2015			Published [Abandoned]
45RS-228122	USA	15/090,372	4/4/2016			Published
45RS-240616	USA	15/181,310	6/13/2016			Published [Abandoned]
45RS-244815	USA	15/241,836	8/9/2016	9805060	10/31/17	Granted
45RS-244816	USA	15/241,926	8/9/2016	10044732	8/7/18	Granted
45RS-247940	USA	15/331,401	10/21/2016	9906576	2/27/18	Granted
45RS-247941	USA	15/339,143	10/31/2016			Published [Abandoned]
45RS-247939	USA	15/347,180	11/9/2016	9838485	12/5/17	Granted
45RS-219041	Canada	2860172	9/16/2013			Published
45RS-244717	Canada	2937363	7/28/2016			Published
45RS-244718	Canada	2937450	7/28/2016			Published
45RS-219038	USA					Unfiled
45RS-219064	USA	14/107959	12/16/2013			Abandoned
45RS-219053	USA	61/800951	3/15/2013			Expired

SCHEDULE B

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TRADEMARKS AND TRADEMARK APPLICATIONS

- Registered

Reference Number	Mark	Country	Serial #	Application Filing Date	Reg. Number	Reg. Date	Status
14094-003UST1	CAMPUS SENTINEL	United States	85/376,551	07/20/2011	4,187,951	08/07/2012	Registered
14094-004UST1	SOCIAL SENTINEL	United States	86/142,669	12/13/2013	4,654,231	12/09/2014	Registered
14094-006UST1	ASSESS ALERT AVERT	United States	86/146,718	12/18/2013	4,693,303	02/24/2015	Registered
14094-009UST1	SOCIAL SENTINEL	United States	86/378,892	08/27/2014	4,758,998	06/23/2015	Registered
14094-010UST1		United States	86/378,901	08/27/2014	4,830,027	10/13/2015	Registered
14094-018UST1	SHAREIT	United States	88/419,490	05/07/2019	5,908,211	11/12/2019	Registered

- Pending Intent to Use

Mark	Ser. No.	Application Filing Date, etc.
SENTINEL SEARCH	Ser. No. 88413205	Filed 5.2.19; Office Action 7.19.19

- Unregistered

In Use Mark	First Use in Commerce
LANGUAGE OF HARM SM	
LOCAL+ SM	3-Jun-15

SCHEDULE C

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COPYRIGHTS AND COPYRIGHT APPLICATIONS

- NA -