

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577483

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|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| APRIORI TECHNOLOGIES, INC. | | 05/20/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 55 ALMADEN BOULEVARD | | |
| Internal Address: | 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: | 3105264 | APRIORI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 4048853868 | | |
| Email: | rusty.close@troutman.com | | |
| Correspondent Name: | CHRISTOPHER CLOSE | | |
| Address Line 1: | TROUTMAN SANDERS LLP | | |
| Address Line 2: | 600 PEACHTREE STREET NE, SUITE 3000 | | |
| Address Line 4: | ATLANTA, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 248435.000048 | | |
| NAME OF SUBMITTER: | Christopher C Close, Jr. | | |
| SIGNATURE: | /Christopher C. Close Jr./ | | |
| DATE SIGNED: | 05/21/2020 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 20, 2020, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and APRIORI TECHNOLOGIES, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 20, 2020 (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 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 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.

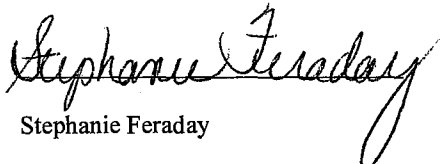
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in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

APRIORI TECHNOLOGIES, INC.

By 
Name: Stephanie Feraday
Title: President and Chief Executive Officer

Address for Notices:
Attn: Stephanie Feraday, President and CEO
Attn: Jeannine Flynn, Vice President Finance
300 Baker Avenue, Suite #370
Concord, MA 01742
Email: sferaday@apriori.com and jflynn@apriori.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____
Name: _____
Title: _____

Address for Notices:
Attn: _____
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

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:

LENDER:

APRIORI TECHNOLOGIES, INC.

WESTERN ALLIANCE BANK, an Arizona corporation

By _____

By  _____

Name: _____

Name: Christine Egitto

Title: _____

Title: Director

Address for Notices:

Address for Notices:

Attn: _____

Attn: Christine Egitto

300 Baker Avenue, Suite #370

55 Almaden Boulevard, Suite 100

Concord, MA 01742

San Jose, California 95113

Fax: _____

Tel: (408) 556-6501

Fax: (408) 282-1681

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

| <u>Description:</u> | <u>U.S. Registration Number:</u> | <u>Filing Date:</u> |
|---------------------|----------------------------------|---------------------|
| APRIORI | 3,105,264 | (06/13/2006) |
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EXHIBIT C

PATENTS

Please Check if No Patents Exist

| <u>Title:</u> | <u>Application Number:</u> | <u>Registration Number:</u> | <u>Issue Date:</u> |
|--|----------------------------|-----------------------------|--------------------|
| Template Framework for Automated Process Routing | | 8,914,141 | (12/16/2014) |
| Template Framework for Automated Process Routing | | 9,335,760 | (05/10/2016) |
| System and Method for Determining Costs Within an Enterprise | 10/993,405 | | (11/19/2004) |
| Manufacturing Cost Estimator | 14/200,633 | | (03/07/2014) |
| Manufacturing Cost Estimator | 14/281,049 | | (05/19/2014) |
| Manufacturing Cost Estimator | 14/281,093 | | (05/19/2014) |
| Manufacturing Cost Estimator | 14/281,148 | | (05/19/2014) |
| Template Framework for Automated Process Routing | | 8,914,141 | (12/16/2014) |
| Manufacturing Cost Estimator | PCT US2015018747 | | (03/04/2015) |
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