ETAS ID: TM615449

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INFOGAIN CORPORATION		12/18/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF THE WEST
Street Address:	300 South Grand Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2186502	INFOGAIN

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1305292
NAME OF SUBMITTER:	D'Arcy Conrique
SIGNATURE:	/D'Arcy Conrique/
DATE SIGNED:	12/18/2020

Total Attachments: 7

source=Bank of the West - Infogain - IP Security Agreement - Infogain Corporation [Executed] (12.2020)#page1.tif source=Bank of the West - Infogain - IP Security Agreement - Infogain Corporation [Executed] (12.2020)#page2.tif source=Bank of the West - Infogain - IP Security Agreement - Infogain Corporation [Executed] (12.2020)#page3.tif source=Bank of the West - Infogain - IP Security Agreement - Infogain Corporation [Executed] (12.2020)#page4.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2020 by and between BANK OF THE WEST (the "Administrative Agent") and INFOGAIN CORPORATION, a Delaware corporation ("Grantor").

RECITALS

- A. Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and among Grantor, the guarantors party thereto, the lenders party thereto ("Lenders"), and Administrative Agent in its capacity as administrative agent to the Lenders, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement").
- B. Pursuant to the terms of that certain Pledge and Security Agreement by and among Grantor, the other grantors party thereto, and Administrative Agent in its capacity as administrative agent to the Lenders, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to the Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Security Agreement.
- C. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under each of the Credit Agreement and the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under each of the Credit Agreement and Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under each of the Credit Agreement and the Security Agreement, Grantor grants and pledges to the Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits \underline{A} , \underline{B} and \underline{C} hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent provided for herein or in the Credit Agreement, Security 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 the Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the

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TRADEMARK REEL: 007139 FRAME: 0451 simultaneous or later exercise by any person, including the Administrative Agent, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:	INFOGAIN CORPORATION
INFOGAIN CORPORATION 485 Alberto Way, Suite 100 Los Gatos, California 95032 Attn: Sunil Bhatia Email: sunil@infogain.com	By: Sunil Bhatia Title: CEO
	ADMINISTRATIVE AGENT:
Address of Administrative Agent:	BANK OF THE WEST
BANK OF THE WEST 300 South Grand Ave Los Angeles, CA 90071 Attention: Daryl R. Krause,	By:
Managing Director - Syndications	
with a copy to:	
BANK OF THE WEST 180 Montgomery Street, 9th Floor San Francisco, CA 94104	

[Signature Page to Borrower Intellectual Property Security Agreement]

DMS 18385776

Attention: John Dauphin

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

	GRANTOR:
Address of Grantor:	INFOGAIN CORPORATION
INFOGAIN CORPORATION 485 Alberto Way, Suite 100 Los Gatos, California 95032 Attn: Sunil Bhatia Email: sunil@infogain.com	By:
	ADMINISTRATIVE AGENT:
Address of Administrative Agent: BANK OF THE WEST 300 South Grand Ave Los Angeles, CA 90071 Attention: Daryl R. Krause,	BANK OF THE WEST Esti Collecture By: Er:c Andreses Title: Vice Pres; deat
Managing Director - Syndications with a copy to:	

[Signature Page to Borrower Intellectual Property Security Agreement]

DMS 18385776

BANK OF THE WEST

Attention: John Dauphin

180 Montgomery Street, 9th Floor San Francisco, CA 94104

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Description or Word Mark	<u>Jurisdiction</u>	<u>Serial /</u> <u>Registration No.</u>	<u>File Date</u>
INFOGAIN	United States	75160873 / 2186502	September 4, 1996
INFOGAIN	India	1301147	August 6, 2004
INFOGAIN	India	804086	May 29, 1998
INFOGAIN	India	804087	May 29, 1998