

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAMR, INC.		03/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4 NEW YORK PLAZA, 17th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6145618	TAMR GOVERNMENT SOLUTIONS	
Registration Number:	6034897	TAMR STEWARD	
Registration Number:	5049177	TAMR	
Registration Number:	4881630	TAMR	
Registration Number:	4979652	TAMR CATALOG	
Registration Number:	4998745	TAMR LEVERAGE ALL DATA	
Serial Number:	88511772	TAMR CLOUD	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	1343227 TM		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		

OP \$190.00 6145618

DATE SIGNED:	03/19/2021
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 19, 2021, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and TAMR, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement unless otherwise defined in this Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Intellectual Property Collateral (as defined below), including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender 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.

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 the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations under the Credit Agreement, Grantor grants and pledges to Lender a security interest, in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, Grantor’s right, title and interest in, to and under the following:

(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 copyright registrations 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 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 B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark 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 trademark application and registrations, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(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, or Trademarks, 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 Grantor’s Copyrights, Trademarks, or Patents; 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.

Notwithstanding anything to the contrary, “Intellectual Property Collateral” shall not include: (i) any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise, or (ii) any contract or instrument (including, without limitation, any agreement that is an in-license of intellectual property) in which Grantor has any right, title or interest, that is subject to any provision that prohibits (or requires the licensor’s consent for) the grant or creation of a security interest in, or that prohibits (or requires the licensor’s consent for) the assignment of, any of Grantor’s right, title or interest therein to any third party, or if any such grant or creation, or if any foreclosure, enforcement or other exercise of Lender’s rights hereunder, or if any assignment in connection therewith, could cause or result in a breach or default under such contract or instrument or a violation of applicable law or regulation.

2. Recordation. Grantor authorizes the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States to record this security interest in the Intellectual Property Collateral upon request by Lender, such recordations to be facilitated by Lender including the payment of any recordation fees. Upon the conclusion of the Credit Agreement and satisfaction of Grantor’s obligations thereunder, Lender agrees to execute a release of the security interests in the Intellectual Property Collateral to enable Grantor to record such release, and Lender authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record such release.

3. Authorization. Grantor agrees that Lender may (a) modify this Agreement unilaterally by amending Exhibits A, B, or C, as applicable, to this Agreement solely to the extent necessary to include any Intellectual Property Collateral which Grantor obtains an ownership interest in subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended Exhibit A, B, or C, as applicable, reflecting such new Intellectual Property Collateral; provided, Grantor has provided Lender with written notice of such ownership interest obtained subsequent to the date of this Agreement that would constitute Intellectual Property Collateral; and provided further, Lender provides Grantor with a copy of such amendment for Grantor’s review and approval prior to filing (such approval not to be unreasonably withheld).

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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 construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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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:

TAMR, INC.

1000 Massachusetts Avenue
Cambridge, MA 02138
Attention: Andrew Palmer, President and CEO

By: Andrew Palmer

Name: Andrew Palmer

Title: CEO

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

JPMorgan Chase Bank, N.A.
50 Rowes Wharf, Floor 2
Boston, MA 02110
Attention: Emma Saliba

By: _____

Name: _____

Title: _____

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 007227 FRAME: 0180

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:

TAMR, INC.

1000 Massachusetts Avenue
Cambridge, MA 02138
Attention: Andrew Palmer, President and CEO

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

JPMorgan Chase Bank, N.A.
50 Rowes Wharf, Floor 2
Boston, MA 02110
Attention: Emma Saliba

By: Cameron Gray

Name: Cameron Gray

Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007227 FRAME: 0181

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Getting Analytics Right	V9935 D410	5/18/2016
Getting Data Right	V9939 D660	10/27/2016

EXHIBIT B**Patents**

<u>Description</u>	<u>Patent no. / Application Number</u>	<u>Patent date / Application Date</u>
Method and computer program product for geospatial binning	10,877,948 16/918158	December 29, 2020 7/1/2020
Generating and reusing transformations for evolving schema mapping	10,860,548 16/704079	December 8, 2020 12/5/2019
Automatic contextualization for in-situ data issue reporting, presentation and resolution	10,817,362 16/800354	October 27, 2020 2/25/2020
Computer-implemented method for performing hierarchical classification	10,803,105 16/704046	October 13, 2020 12/5/2019
Scalable binning for big data deduplication	10,613,785 15/729980	April 7, 2020 10/11/2017
Method and system for large scale data curation	9,542,412 20150278241 14/228546	January 10, 2017 10/1/2015 3/28/2014
SCALABLE BINNING FOR BIG DATA DEDUPLICATION	20200233597 16/839795	July 23, 2020 April 3, 2020
DATA CURATION SYSTEM WITH VERSION CONTROL FOR WORKFLOW STATES AND PROVENANCE	20200117643 16/710680	April 16, 2020 December 11, 2019
GENERATING AND REUSING TRANSFORMATIONS FOR EVOLVING SCHEMA MAPPING	10860548 20200110731 16/704079	128/2020 April 9, 2020 December 5, 2019
GENERATING AND REUSING TRANSFORMATIONS FOR EVOLVING SCHEMA MAPPING	20190384836 16/038762	December 19, 2019 July 18, 2018
DATA CURATION SYSTEM WITH VERSION CONTROL FOR WORKFLOW STATES AND PROVENANCE	20180341667 16/053291	November 29, 2018 August 2, 2018
METHOD AND SYSTEM FOR LARGE	10929348	2/23/2021

<u>Description</u>	<u>Patent no. / Application Number</u>	<u>Patent date / Application Date</u>
SCALE DATA CURATION	20170075918 15/359795	March 16, 2017 November 23, 2016
DATA CURATION SYSTEM WITH VERSION CONTROL FOR WORKFLOW STATES AND PROVENANCE	20160048542 14/474919	February 18, 2016 September 2, 2014
METHOD AND SYSTEM FOR LARGE SCALE DATA CURATION	17/180,285	2/19/2021
COMPUTER-IMPLEMENTED METHOD FOR PERFORMING HIERACHICAL CLASSIFICATION	17/068,489	10/12/2020
REVIEW AND CURATION OF RECORD CLUSTERING CHANGES AT LARGE SCALE	16/706,086	12/6/2019
AUTOMATIC CONTECTUALIZATION FOR IN-SITU DATA ISSUE REPORTING, PRESENTATION AND RESOLUTION	62/,948,241	12/14/2019
AUTOMATIC CONTECTUALIZATION FOR IN-SITU DATA ISSUE REPORTING, PRESENTATION AND RESOLUTION	17/079,626	10/26/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Trademark no. / Application Number</u>	<u>Trademark Date / Application Date</u>
TAMR CLOUD	88511772	July 12, 2019
TAMR GOVERNMENT SOLUTIONS	6145618	September 8, 2020
TAMR STEWARD	6034897	April 14, 2020
TAMR	5049177	September 27, 2016
TAMR	4881630	January 5, 2016
TAMR CATALOG	4979652	June 14, 2016
TAMR LEVERAGE ALL DATA	4998745	July 12, 2016

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