

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GoodData Corporation		05/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	237 Park Avenue, Floor 06		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017-3140		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4891958	G	
Registration Number:	3586511	GOODDATA	
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:	561-859-5603		
Email:	tbinder@vplawgroup.com		
Correspondent Name:	Tatiana Binder		
Address Line 1:	305 CAMBRIDGE DRIVE		
Address Line 4:	LYNCHBURG, VIRGINIA 24502		
NAME OF SUBMITTER:	Tatiana Binder		
SIGNATURE:	/TatianaBinder/		
DATE SIGNED:	06/01/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 28, 2021 by and between JPMORGAN CHASE BANK, N.A. (“Lender”) and GOODDATA CORPORATION (“Grantor”).

RECITALS

A. Lender has 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 and Security Agreement by and between Lender and Grantor dated May 28, 2021 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (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 its 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, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 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 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 C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. 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.

4. 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.

5. 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.


6. 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).

[Signature page follows.]

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:

GOODDATA CORPORATION

By: 

Name: Roman Stanek

Title: Chief Executive Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Lauren Daley

Title: Authorized Officer

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:

GOODDATA CORPORATION

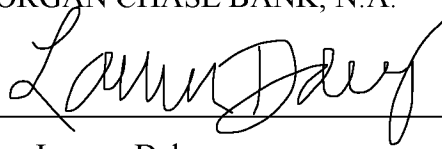
By: _____

Name: Roman Stanek

Title: Chief Executive Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Lauren Daley

Title: Authorized Officer

EXHIBIT A

Copyrights

Please Check if No Copyrights Exist

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Please Check if No Patents Exist

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GENERATING ANALYTICS APPLICATION USING REFUSABLE APPLICATION MODULE	20150220572 14/169483	August 6, 2015 January 31, 2014
CUSTOM-BRANDED ANALYTIC APPLICATIONS IN A MULTI-TENANT ENVIRONMENT	20150046204 14/051469	February 12, 2015 October 11, 2013
CUSTOM-BRANDED ANALYTIC APPLICATIONS IN A MULTI-TENANT ENVIRONMENT	20180121840 May 3, 2018	15/845885 December 18, 2017
Recommending User Actions Based on Collective Intelligence for a Multi-Tenant Data Analysis System	20160307210 October 20, 2016	14/690321 April 17, 2015
Data Abstraction Layer for Interfacing with Reporting Systems	20150356494 December 10, 2015	14/715329 May 18, 2015
Custom-branded analytic applications in a multi-tenant environment	10,810,522	October 20, 2020
Recommending user actions based on collective intelligence for a multi-tenant data analysis system	10,121,157	November 6, 2018
Custom-branded analytic applications in a multi-tenant environment	9,870,543	January 16, 2018
Generating analytics application using reusable application modules	9,286,329	March 15, 2016
Data abstraction layer for interfacing with reporting systems	9,251,485	February 2, 2016
Data abstraction layer for interfacing with reporting systems	9,037,534	May 19, 2015
Data abstraction layer for interfacing with reporting systems	8,938,414	January 20, 2015

EXHIBIT C

Trademarks

Please Check if No Trademarks Exist

	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
G		4891958	January 26, 2016
		86609808	April 24, 2015
GOODDATA		3586511	March 10, 2009
		77534494	July 30, 2008

EXHIBIT D

Mask Works

Please Check if No Mask Works Exist

Description

Registration/
Application
Number

Registration/
Application
Date