

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGNIANT INC.		08/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2698270	SIGNIANT	
Registration Number:	4297918	MEDIA SHUTTLE	
Registration Number:	5082791	SIGNIANT FLIGHT	
Registration Number:	6068575	JET	
Serial Number:	90008247	SIGNIANT FLIGHT DECK	
Serial Number:	90008231	FLIGHT DECK	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1454134 TM		
NAME OF SUBMITTER:	Naomi Sakata		
SIGNATURE:	/Naomi Sakata/		
DATE SIGNED:	08/18/2021		

OP \$165.00 2698270

Total Attachments: 10

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**SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Second Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of August 17, 2021 by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“Bank”) and SIGNIANT INC., a Delaware corporation with its principal place of business located at 91 Hartwell Avenue, Second Floor, Lexington, Massachusetts 02421 (“Grantor”). This Agreement amends and restates in its entirety, and replaces, that certain Amended and Restated Intellectual Property Security Agreement dated as of December 17, 2019 (the “Prior Agreement”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan 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. Prior Agreement. Grantor and Bank hereby agree that, effective upon the execution and delivery of this Agreement by each such party, the terms and provisions of the Prior Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations of Borrower outstanding under the Prior Agreement or instruments securing the same, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Borrower from any of the obligations or any liabilities under the Prior Agreement. Borrower hereby confirms and agrees that to the extent that the Prior Agreement purports to assign or pledge to the Bank, or to grant to the Bank a security interest in or lien on, any collateral as security for the Obligations, such pledge, assignment or grant of the security interest or lien is hereby ratified and confirmed in all respects and shall remain effective as of the first date it became effective.

8. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

SIGNIANT INC.

DocuSigned by:
Adam Feinzig
By: _____
5C743CDC1A1C48D...
Name : Adam Feinzig

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
Nick Currie
By: _____
D34A3E8CE8EB422...
Name: Nick Currie

Title: Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
N/A		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Number or Publication Number*</u>	<u>First Application Date or Publication Date**</u>
“Data Transfer System and Method with Secure Mapping of Local System Access Rights to Global Identities.” Protects the cross platform authentication and authorization mechanisms used in the Signiant security model.	7,152,108	August 30, 2002
“Method and Apparatus for Notification of Data Transfer.” Protects the mechanism used to provide data transfer status and notification messages in Signiant software and, in particular, the mechanism used to encode feedback and notification messages in the back channel of the Signiant data transfer protocol.	7,343,301	August 30, 2002
“System and Method for Transferring Data in High Latency Firewalled Networks.” Protects the mechanisms used in Signiant software to simplify firewall traversal.	7,526,557	June 30, 2004
“System and Method for Transferring Data in High Latency Firewalled Networks.” Related to U.S. Patent No. 7,526,557.	8,667,145	March 4, 2014
“System and Method for Secure Cloud-based Media File Sharing.” Protects the mechanisms used by Signiant’s asset validation service to validate that assets conform to delivery specifications stored in a cloud-based directory.	8,930,475	March 30, 2012
“System and Method for Load Balancing Cloud-based Accelerated Transfer Servers.” Protects the mechanisms used in Signiant software to allocate transfer server instances in response to transfer target data.	9,032,081	May 29, 2014
“System and Method for Sending and/or Receiving Digital Content Based on a Delivery Specification.” Protects the mechanism used in Signiant software to perform cloud-based file format validation.	9,692,799	July 30, 2012
“System and Method of Providing Secure Data Transfer.” Protects the accelerated protocol tunneling mechanisms used in Signiant software.	9,614,917	October 24, 2016
“System and Method of Providing Secure Data Transfer.” Protects “Flight Gateway” architecture.	10,264,078	April 16, 2019
“Systems and Methods for Secure Cloud-based Media File Sharing.” Protects “Media Shuttle” hybrid SaaS architecture.	9,830,330	November 28, 2017
“Systems and Methods for Secure Cloud-based Media	9,596,216	March 14, 2017

<u>Description</u>	<u>Patent Number or Publication Number*</u>	<u>First Application Date or Publication Date**</u>
File Sharing. Protects “Media Shuttle” hybrid SaaS architecture.		
“Cloud-based Authority to Enhance Point-to-Point Data Transfer with Machine Learning.” Protects Signiant “Intelligent Transport.”	10,735,516	February 15, 2019
“System and Method for Providing Secure Data Transfer.”	10,868,870	December 15, 2020
“Cloud-based authority to enhance point-to-point data transfer with machine learning.”	16,909,382*	December 17, 2020**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>International Class or Classes</u>
SIGNIANT, US Trademark Registration	2698270	38, 42
SIGNIANT, Community Trademark Registration	011381548	38, 42
SIGNIANT, Canadian Trademark Registration	TMA585261	38, 42
SIGNIANT, UK Trademark Registration	00911381548	38, 42
MEDIA SHUTTLE, US Trademark Registration	4297918	9, 42
MEDIA SHUTTLE, Community Trademark Registration	011312477	9, 42
MEDIA SHUTTLE, UK Trademark Registration	00911312477	9, 42
SIGNIANT FLIGHT, US Trademark Registration	5082791	9, 42
SIGNIANT FLIGHT, Community Trademark Registration	014351902	9, 42
SIGNIANT FLIGHT, UK Trademark Registration	00914351902	9, 42
SIGNIANT JET, Community Trademark Registration	018053424	9, 42
SIGNIANT JET, UK Trademark Registration	00918053424	9, 42
FLIGHT DECK, Community Trademark Registration	018356899	9, 42
FLIGHT DECK, UK Trademark Registration	00003569585	9, 42
JET (LOGO), US Trademark Registration	6068575	42
JET (LOGO), Canadian Trademark Registration	2015861	42
JET (LOGO), Community Trademark Registration	018205526	42
JET (LOGO), UK Trademark	00918205526	42

Registration		
SIGNIANT SHUTTLE, Community Trademark Registration	018090195	9, 42
SIGNIANT SHUTTLE, UK Trademark Registration	00918090195	9, 42

Trademark Applications

<u>Description</u>	<u>Application Number</u>	<u>International Class or Classes</u>
SIGNIANT JET, Canadian Application	1958266	9, 42
SIGNIANT SHUTTLE, Canadian Application	1973541	9, 42
SIGNIANT FLIGHT DECK, US Trademark	90008247	9, 42
FLIGHT DECK, US Trademark	90008231	9, 42
FLIGHT DECK, Great Britain	03569585	9, 42
FLIGHT DECK, Canada	2072057	9, 42
JET (LOGO), Canada	2015861	42

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
N/A		