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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM821149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Saama Technologies, LLC		06/30/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Capital, Inc., as Agent		
Street Address: 400 Hamilton Avenue			
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country: CALIFORNIA			
Postal Code: 94301			
Entity Type:	Corporation: MARYLAND		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5239557	S
Registration Number:	5254012	SAAMA
Registration Number:	5254013	FLUID ANALYTICS ENGINE
Registration Number:	5196047	FLUID ANALYTICS

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.

Email:julia.brow@us.dlapiper.comCorrespondent Name:Julia Brow (DLA PIPER LLP)

Address Line 1: 4365 Executive Drive

Address Line 2: Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	436515-000024
NAME OF SUBMITTER:	Julia Brow
SIGNATURE:	/Julia Brow/
DATE SIGNED:	06/30/2023

TRADEMARK REEL: 008118 FRAME: 0829

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Total Attachments: 12 source=Hercules - Saama - Intellectual Property Security Agreement#page1.tif source=Hercules - Saama - Intellectual Property Security Agreement#page2.tif source=Hercules - Saama - Intellectual Property Security Agreement#page3.tif source=Hercules - Saama - Intellectual Property Security Agreement#page4.tif source=Hercules - Saama - Intellectual Property Security Agreement#page5.tif source=Hercules - Saama - Intellectual Property Security Agreement#page6.tif source=Hercules - Saama - Intellectual Property Security Agreement#page7.tif source=Hercules - Saama - Intellectual Property Security Agreement#page8.tif source=Hercules - Saama - Intellectual Property Security Agreement#page9.tif source=Hercules - Saama - Intellectual Property Security Agreement#page10.tif source=Hercules - Saama - Intellectual Property Security Agreement#page11.tif source=Hercules - Saama - Intellectual Property Security Agreement#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of June 30, 2023, is made by Saama Technologies, LLC, a Delaware limited liability company (the "Grantor"), in favor of HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent (together with its successors and assigns in such capacity, "Agent") for itself and the Lenders (as defined below).

RECITALS

WHEREAS, Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the "<u>Lenders</u>") and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Loan Agreement</u>"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement; and

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time pursuant to the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest.</u> To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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 "<u>Intellectual Property</u> 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;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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 $\underline{\text{Exhibit D}}$ attached hereto (collectively, the " $\underline{\text{Mask Works}}$ ");
- (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, 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 the foregoing, the Intellectual Property Collateral does not include any property excluded from the Collateral in accordance with Section 3.2 of the Loan Agreement.

- 2. <u>Recordation.</u> 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 Agent.
- 3. <u>Loan Documents</u>. 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 Agent 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.
- 4. <u>Execution in Counterparts</u>. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.
- 5. <u>Successors and Assigns.</u> The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.
- 6. <u>Governing Law.</u> This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.
- 7. Electronic Execution of Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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:

SAAMA TECHNOLOGIES, LLC, a Delaware limited liability company

By: Week Sharma

Name: Vivek Sharma

Title: Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as Agent

By: _____

Name: Seth Meyer

Title: CFO

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:

SAAMA TECHNOLOGIES, LLC, a Delaware limited liability company

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as Agent

By: Name: Seth Meyer Title: CFO

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

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EXHIBIT B

Patents

<u>Company</u> <u>Name</u>	Title	Application Filing Date	Issue Date	Registration/Application Number	Country
Saama Technologies, LLC	Abstractly Implemented Data Analysis Systems and Methods Therefor	12/16/2015	77/2016	Application No. 14/971,885 Patent No. 20160196304	U.S.
Saama Technologies, LLC	Abstractly Implemented Data Analysis Systems and Methods Therefor	12/16/2015	9/15/2020	Application No. 14/971,885 Patent No. 10,776,359	U.S.
Saama Technologies, LLC	Data Analysis Using Natural Language Processing to Obtain Insights Relevant to an Organization	12/99/2015	7/14/2016	Application No. 14975778 Patent No. 20160203217	U.S.
Saama Technologies, LLC	Data Analysis Using Natural Language Processing to Obtain Insights Relevant to an Organization	10/16/2020	4/8/2021	Application No. 17/073,257 Patent No. 20210103865	U.S.
Saama Technologies, LLC	Data Analysis Using Natural Language Processing to Obtain Insights Relevant to an Organization	10/16/2020	3/7/2023	Application No. 17/073,257 Patent No. 11,599,841	U.S.
Saama Technologies, LLC	Systems and Methods for Analyzing Consumer Sentiment with Social Perspective Insight	12/20/2015	7/7/2016	Application No. 14/975,845; Patent No. 20160196564	U.S.
Saama Technologies, LLC	Systems and Methods for Analyzing Consumer Sentiment	12/20/2015	9/18/2018	Application No. 14/975,845; Patent No. 10,078,843	U.S.

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	with Social Perspective Insight				
Saama Technologies, LLC	Method and Apparatus for Analysis of Structured and Unstructured Data for Governance, Risk & Compliance	1/3/2016	2/20/2018	Application No. 14/986,707; U.S. Patent No. 9,898,709	U.S.
Saama Technologies, LLC	Methods and Apparatus for Analysis of Employee Engagement and Contribution in an Organization	1/4/2016	7/7/2016	Application No. 14987573; U.S. Patent No. 20160196511	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Schemas that Represent Multiple Data Sources	9/18/2012	8/6/2014	Application No. 12835982; Patent No. 2761425	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Schemas that Represent Multiple Data Sources	9/30/2011	4/4/2013	Application No. 13/251,149; Patent No. 20130086104	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Schemas that Represent Multiple Data Sources	3/24/2015	7/16/2015	Application No. 14/667272; Patent No. 20150199389	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Schemas that Represent Multiple Data Sources	9/30/2011	4/28/2015	Application No. 13/251,149; Patent No. 9,020,981	U.S.

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Saama Technologies, LLC	Pluggable Domain- Specific Typing Systems and Methods of Use	11/20/2014	3/28/2017	Application No. 14/549,294; Patent No. 9,607,018	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Schemas that Represent Multiple Data Sources	3/24/2015	11/7/2017	Application No. 14/667,272; Patent No. 9,811,543	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Pluggable Domain- Specific Data Types	3/16/2017	8/31/2017	Application No. 15/461,463; Patent No. 20170249372	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Pluggable Domain- Specific Data Types	3/16/2017	10/30/2018	Application No. 15/461,463; Patent No. 10,114,879	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Schemas that Represent Multiple Data Sources	9/26/2017	1/18/2018	Application No. 15/716,447 Patent No. 20180018353	U.S.
Saama Technologies, LLC	Systems and Methods For Generating Schemas that Represent Multiple Data Sources	9/26/2017	1/26/2021	Application No. 15/716,447 Patent No. 10,901,961	U.S.
Saama Technologies, LLC	Method and System for Comparing Populations of Entities to Make Predictions About Business Locations	12/19/2007	6/25/2009	Application No. 11960388 Patent No. 20090164420	U.S.
Saama Technologies, LLC	Method and System for Comparing Populations of Entities to Make	12/19/2007	9/14/2010	Application No. 11960388 Patent No. 7797180	U.S.

	Predictions About Business Locations				
Saama Technologies, LLC	Method and System for Optimizing Business Location Selection	2/23/2007	8/28/2008	Application No. 11710093 Patent No. 20080205768	U.S.
Saama Technologies, LLC	Method and System for Optimizing Business Location Selection	2/23/2007	9/14/2010	Application No. 11710093 Patent No. 7797188	U.S.
Saama Technologies, LLC	Method and System for Displaying Predictions on a Spatial Map	6/15/2007	12/18/2008	Application No. 11763491 Patent No. 20080312942	U.S.
Saama Technologies, LLC	Method and System for Displaying Predictions on a Spatial Map	6/15/2007	12/21/2010	Application No. 11763491 Patent No. 7856370	U.S.
Saama Technologies, LLC	Method and System Utilizing Online Analytical Processing (OLAP) for Making Predictions About Business Locations	9/10/2007	8/28/2008	Application No. 11852601 Patent No. 20080208652	U.S.
Saama Technologies, LLC	Method and System Utilizing Online Analytical Processing (OLAP) for Making Predictions About Business Locations	9/10/2007	8/10/2010	Application No. 11852601 Patent No. 7774227	U.S.
Saama Technologies, LLC	Pluggable Domain- Specific Typing Systems and Methods of Use	9/30/2011	4/4/2013	Application No. 2011251132 Patent No. 20130086115	U.S.
Saama Technologies, LLC	Pluggable Domain- Specific Typing Systems and Methods of Use	9/30/2011	12/30/2014	Application No. 13251132 Patent No. 8924431	U.S.

Saama	Pluggable Domain-	11/20/2014	3/19/2015	Application No. 14/549294	U.S.
Technologies,	Specific Typing				
LLC	Systems and			Patent No. 20150081740	
	Methods of Use				

EXHIBIT C

Trademarks

Company Name	<u>Image</u>	Application Filing Date	<u>Issue</u> <u>Date</u>	Registration/Application Number	Country
SAAMA TECHNOLOGIES, LLC	6	5/27/2016	7/11/2017	Application No. 87053177 Trademark No. 5239557	U.S.
SAAMA TECHNOLOGIES, LLC	SAAMA	5/27/2016	8/1/2017	Application No. 87053183 Trademark No. 5254012	U.S.
SAAMA TECHNOLOGIES, LLC	FLUID ANALYTICS ENGINE	5/27/2016	8/1/2017	Application No. 87053200 Trademark No. 5254013	U.S.
SAAMA TECHNOLOGIES, LLC	Fluid Analytics	2/14/2015	5/2/2017	Application No. 86535394 Trademark No. 5196047	U.S.

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EXHIBIT D

Mask Works

None.

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RECORDED: 06/30/2023