

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H5	FORMERLY H5 Technologies	08/12/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85585110	H5	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	VLP Law Group LLP		
Address Line 2:	235 Victoria Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB-H5-NEW TM		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
Signature:	/dsb1068/		

Date:

08/23/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the First Amendment Effective Date by and between SILICON VALLEY BANK ("Bank") and H5 ("Grantor").

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 Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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.

Address of Grantor:

71 Stevenson Street
San Francisco, CA

Attn:

Address of Bank:

4420 Rosewood Drive
Building 2, Suite 2540
Pleasanton, CA 94588

Attn: Jo Ishida

GRANTOR:

H5

By: *[Signature]*

Title: *EMO*

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

H5

71 Stevenson Street
San Francisco, CA

By: _____

Attn:

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

4420 Rosewood Drive
Building 2, Suite 2540
Pleasanton, CA 94588

Attn: Jo Ishida

By: Christina M. [Signature]

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>			<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WIDE-SPECTRUM ENGINE	INFORMATION	SEARCH	6708165*	05/01/2003
WIDE-SPECTRUM ENGINE	INFORMATION	SEARCH	7433883*	09/09/2004
WIDE-SPECTRUM ENGINE	INFORMATION	SEARCH	6493711*	12/10/2002
SYSTEM AND METHOD FOR HIGH PRECISION AND HIGH RECALL RELEVANCY SEARCHING			12789948** 20100306206	05/28/2010 12/02/2010
METHOD AND SYSTEM FOR FACILITATING BATCH MODE ACTIVE LEARNING			12773348** 20100293117	05/04/2010 11/18/2010
METHOD AND SYSTEM FOR CLUSTERING DATASETS			12773335*** 20100287160	05/04/2010 11/11/2010

*subject of previous IP filing 8/26/2010 at 024906/0351

**subject of previous IP filing 5/20/2011 at 026319/0211

***subject of previous IP filing 5/25/2011 at 026340/0346

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
H5	78884927* 3344022	05/16/2006 11/27/2007
H5 ATLAS	76338289*	08/26/2003
H5 TECHNOLOGIES	76976229* 2826238	05/16/2001 03/23/2004
H5	76258840* 3114527	05/16/2001 07/11/2006
H5 TECHNOLOGIES	76258841* 3136115	05/16/2001 08/29/2006
H5 EDGE	77909805** 3959005	01/12/2010 05/10/2011
H5	85585110	03/30/2012

*subject of previous IP filing 8/26/2010 at 4268/0288

**subject of previous IP filing 5/20/2011 at 4545/0232