# OP \$40.00 863/686

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM315850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
H5		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:	86376866	H5

## **CORRESPONDENCE DATA**

**Fax Number:** 4088524475

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.

**Phone:** 4088417195

Email: dsanchezbentz@vlplawgroup.com

Correspondent Name: Diana Sanchez Bentz, Legal Specialist

Address Line 1: VLP Law Group LLP Address Line 2: 235 Victoria Dr.

Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-H5 (TM)
NAME OF SUBMITTER:	Diana Sanchez Bentz
SIGNATURE:	/dsb 1068/
DATE SIGNED:	09/03/2014

## **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.

	GRANTOR
Address of Grantor:	H5 /
71 Stevenson Street San Francisco, CA Altri:	By: Fos Bonus Tine: Emp
	BANK:
Address of Bank;	SILICON VALLEY BANK
4420 Rosewood Drive Building 2, Suite 2540 Pleasanton, CA 94588	
Attn: Jo Ishida	8y:
	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 Attn;	By:
	BANK:
Address of Bank	SILICON VALLEY BANK
4420 Rosewood Drive Building 2, Suite 2540 Pleasanton, CA 94588 Attn: Jo Ishida	By Mothadn Apric

# EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

# EXHIBIT B

## Patents

:	<u>Description</u>		Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
WIDE-SPECTRUM	INFORMATION	SEARCH	6708165*	03/16/2004
ENGINE			10315059	12/10/2002
			20030084040	05/01/2003
WIDE-SPECTRUM	INFORMATION	SEARCH	7433883*	10/07/2008
ENGINE			10800217	03/12/2004
			20040177088	
WIDE-SPECTRUM	INFORMATION	SEARCH	6493711*	12/10/2002
ENGINE			09305583	05/05/1999
			20040177088	09/09/2004
SYSTEM AND MET	THOD FOR HIGH I	PRECISION	8296309	10/23/2012
SYSTEM AND METHOD FOR HIGH PRECISION AND HIGH RECALL RELEVANCY SEARCHING			12789948**	05/28/2010
			20100306206	12/02/2010
METHOD AND CA	ZETEM EOD EAC	II ITATING	10772240**	05/04/2010
METHOD AND SYSTEM FOR FACILITATING BATCH MODE ACTIVE LEARNING		ILITATING	12773348**	05/04/2010
			20100293117	11/18/2010
	YSTEM FOR CL	USTERING	8515956	08/20/2013
DATASETS			12773335***	05/04/2010
			20100287160	11/11/2010

<sup>\*</sup>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>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
H5	86376866	08/26/2014
H5	78884927* 3344022	05/16/2006 11/27/2007
H5 ATLAS (DEAD MARK AS OF 4/03/2010)	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*** 4237287	03/30/2012 11/06/2012

<sup>\*</sup>subject of previous IP filing 8/26/2010 at 4268/0288
\*\*subject of previous IP filing 5/20/2011 at 4545/0232
\*\*\*subject of previous IP filing 8/23/2012 at 4848/0024

**TRADEMARK REEL: 005355 FRAME: 0670** 

RECORDED: 09/03/2014