

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324289

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sefaira Limited		11/24/2014	LIMITED LIABILITY COMPANY: ENGLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Columbia Lake Partners Growth Lending I (LUXCO) S.A.R.L		
<b>Street Address:</b>	9A Boulevard Prince Henri		
<b>City:</b>	Luxembourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-1724		
<b>Entity Type:</b>	COMPANY: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3974460	S SEFAIRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dwayne C. Houston		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F152783		
<b>NAME OF SUBMITTER:</b>	Laura A. Kenerson		
<b>SIGNATURE:</b>	/Laura A. Kenerson/		
<b>DATE SIGNED:</b>	11/25/2014		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 24, 2014 by and between **COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L.**, a Société à responsabilité limitée with its Siège social at 9A Boulevard Prince Henri, L-1724 Luxembourg ("Lender") and **SEFAIRA LIMITED**, a limited liability company incorporated under the laws of England and Wales under company number 07002016, with its registered address at 22 Soho Square, 4th Floor, London W1D 4NS ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Sefaira Inc. and Sefaira UK Limited, as guaranteed by Grantor (each such party, an "Obligor") (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and among Lender and each Obligor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Lender is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of each Obligor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and that certain debenture by and between Grantor and Lender dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Debenture"), 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 its assets and property.

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 and the Debenture, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement and the Debenture, 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.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Debenture 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 Loan Agreement, the Debenture 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 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:

**SEFAIRA LIMITED**

Executed as a deed by

acting by  
in the presence of:



Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

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*Signature*  
*STEPHON CARIST*  
*39 WINDLEND DRIVE, ASLET*  
*FINANCE DIRECTOR*

LENDER:

**COLUMBIA LAKE PARTNERS GROWTH  
LENDING I (LUXCO) S.À.R.L.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 005407 FRAME: 0717



EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



## EXHIBIT B

### Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US patent application relating to the core technology which facilitates parametrically driven sustainability design on top of a fixed geometry using a web interface.	12/893,225	29 September 2010
US patent application relating to an application that covers way to split processing loads between the client side (the browser) and the server side using cloud technology.	12/959,252	2 December 2010
US patent application relating to an application covering automated data gathering for a wide range of data inputs.	13/013,571	25 January 2011
US patent application relating to an application covering a new way of designing using "design strategies".	13/281,238	25 October 2011
US patent application relating to an application covering response curves which allow a user to visually identify inflection points in performance curves.	Continuation of 12/893,225 under docket 25HC-164562	6 February 2012
International application based on U.S. patent applications 12/893,225 and 13/013,571 listed above, which respectively relate to the core technology which facilitates parametrically driven sustainability design on top of a fixed geometry using a web interface and to automated data gathering for a wide range of data inputs.	PCT/US2011/053383	27 September 2011
International application based on U.S. patent application 13/281,238 listed above, which relates to a new way of designing using "design strategies".	PCT/US2012/056665	21 September 2012
International application based on U.S. patent application 12/959,252 listed above, which relates to split processing loads between the client side (the browser) and the server side using cloud technology.	PCT/US2011/060252	10 November 2012
International application based on U.S. patent application 13/367,236 listed above, which relates to response curves which allow a user to visually identify inflection points in performance curves.	PCT/US2013/022767	23 January 2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Trade mark of "Sefaira" and stylized "S"	Serial # 85159426 Reg. # 3974460	22 October 2010 Reg date June 7, 2011

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

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