

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aria Systems, Inc.		05/22/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Technology Growth Capital, Inc.		
<b>Street Address:</b>	400 Hamilton Avenue		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3498542	ARIA	
<b>Registration Number:</b>	3507751	ARIA SYSTEMS	
<b>Registration Number:</b>	3533119	ARIA SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>	212-836-7319		
<b>Email:</b>	paul.somelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	250 West 55th Street		
<b>Address Line 2:</b>	Room 1119		
<b>Address Line 4:</b>	New York, NEW YORK 10019-9710		
<b>ATTORNEY DOCKET NUMBER:</b>	29935-0002-05948		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		
<b>DATE SIGNED:</b>	06/29/2015		
<b>Total Attachments: 10</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of May 22, 2015, is made by and between ARIA SYSTEMS, INC., a Delaware corporation (together with its Qualified Subsidiaries, collectively, "Borrower"), and HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Maryland corporation ("Agent"), as agent for Lender under the Loan Agreement referenced below (the "Secured Parties").

### RECITALS

A. Borrower has entered into a Loan and Security Agreement dated as of May 22, 2015 (the "Loan Agreement") among Agent and Lender.

B. As a condition to the transactions contemplated by the Loan Agreement and Lender's obligations to make the loans under the Loan Agreement, Borrower has agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Agent as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto. 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 IP Collateral are as provided by the Loan Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings given to them in the Loan Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Secured Obligations, Borrower hereby pledges and grants to Agent, for the benefit of Lender, a security interest in and to all of Borrower's right, title and interest in, to and under the following, whether now existing or hereafter arising (the "IP Collateral"):

(a) patents and patent applications, including, without limitation, those set forth in Schedule 1, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (collectively, the "Patents");

(b) trademark registrations and applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks");

(c) copyrights, copyright registrations, and copyright applications, including, without limitation, those set forth in Schedule 3, and all extensions and renewals thereof (collectively, the "Copyrights");

(d) Borrower's rights under agreements granting to Borrower any right to use any Patents, Trademarks or Copyrights, including, without limitation, the Licenses set forth in Schedule 4 (collectively, the "Licenses");

(e) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **After-Acquired Intellectual Property.** Borrower agrees that should it obtain an ownership interest in any item of the type set forth in Section 2 that is not on the date hereof a part of the IP Collateral ("After-Acquired Intellectual Property") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the IP Collateral subject to the terms and conditions of this Agreement with respect thereto. Borrower hereby authorizes Agent to modify this Agreement by noting any After-Acquired Intellectual Property constituting IP Collateral on Schedule 1, 2, 3 or 4, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of Borrower or rights of Agent hereunder.

4. **Recordation.** Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Agent.

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 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. **Governing Law.** 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.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARIA SYSTEMS, INC.

By: Mark Verbeck  
Name: Mark Verbeck  
Title: Chief Financial Officer

ARIA SYSTEMS LIMITED

By: \_\_\_\_\_  
Name: Cary Platkin  
Title: Director

AGREED TO AND ACCEPTED:

HERCULES TECHNOLOGY  
GROWTH CAPITAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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ARIA SYSTEMS, INC.

By: \_\_\_\_\_  
Name: Mark Verbeck  
Title: Chief Financial Officer

ARIA SYSTEMS LIMITED

By:  \_\_\_\_\_  
Name: Cary Platkin  
Title: Director

AGREED TO AND ACCEPTED:

HERCULES TECHNOLOGY  
GROWTH CAPITAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARIA SYSTEMS, INC.


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARIA SYSTEMS LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

HERCULES TECHNOLOGY  
GROWTH CAPITAL, INC.

By:   
Name: Ban Bang  
Title: Associate General  
Counsel

*[Signature Page to Intellectual Property Security Agreement]*




**SCHEDULE 1**

**Patents**

<b>Owner</b>	<b>Patent Application Number</b>	<b>Jurisdiction</b>	<b>Date Filed</b>
Aria Systems, Inc.	34NR-178348	United States	June 13, 2013

## SCHEDULE 2

### Trademarks

Title/Mark	TM Image	Country	Application No.	Application Date	Registration No.	Registration Date	International Classes	Case Status
Aria Logo		United States of America	77/365,337	1/31/2008	3,498,542	9/9/2008	35, 36	Registered
ARIA SYSTEMS		United States of America	77/365,118	1/31/2008	3,507,751	9/30/2008	35	Registered
ARIA SYSTEMS		United States of America	77/257,122	8/16/2007	3,533,119	11/18/2008	35, 36	Registered

**SCHEDULE 3**

**Copyrights**

None.

**SCHEDULE 4**

**Licenses**

None.