

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DREAMFACTORY SOFTWARE, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 29, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NEW ENTERPRISE ASSOCIATES 11, LIMITED PARTNERSHIP

Street Address: 1119 St. Paul Street

City: Baltimore

State: Maryland

Country: US Zip: 21202

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship DELAWARE
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
3196439, 3193118

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

DREAMFACTORY, U.S. Reg. No. 3,196439; DREAMTEAM, U.S. Reg. 3,193118

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: David H. Jaffer/Attention: Judy Keeley

Internal Address: _____

Street Address: 2550 HANOVER STREET
PILLSBURY WINTHROP SHAW PITTMAN LLP

City: PALO ALTO

State: CA Zip: 94304-1115

Phone Number: 650.233.4522

Docket Number: 025069-0000001

Email Address: Judy.Keeley@pillsburylaw.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 03-3975

Authorized User Name David H. Jaffer

9. Signature: /David H. Jaffer/

May 12, 2016

Signature

Date

DAVID H. JAFFER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 3196439

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of April 29, 2016, is made by DREAMFACTORY SOFTWARE, INC., a Delaware corporation (the "**Grantor**") in favor of NEW ENTERPRISE ASSOCIATES 11, LIMITED PARTNERSHIP (the "**Secured Party**").

WHEREAS, the Grantor has entered into a Note Purchase Agreement dated as of April 29, 2016 (the "**Note Purchase Agreement**"), with the Secured Party.

WHEREAS, as a condition to the purchase of the Notes on the Closing Date and any Additional Closing Date (each as defined in the Note Purchase Agreement) under the Note Purchase Agreement, Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of April 29, 2016, made by and among the Grantor and the Secured Party (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following:
 - (a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof.
2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.
3. Transaction Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.
4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.
5. Successors and Assigns. This Trademark Security 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 Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflicts of law rules.

[SIGNATURE PAGE FOLLOWS]

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

DREAMFACTORY SOFTWARE, INC

By: DocuSigned by:
William C. Appleton
0eDFF4C99ECC4BF...

Name: _____
Title: CEO

AGREED TO AND ACCEPTED:

NEW ENTERPRISE ASSOCIATES II,
LIMITED PARTNERSHIP,

as Secured Party

By: *Louis S. Citron*

Name: *Louis S. Citron*
Title: *Chief legal officer*

