# \$140.00 499

ETAS ID: TM397733

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** 

NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SPIKES, INC.		09/06/2016	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	WESTERN ALLIANCE BANK
Street Address:	55 ALMADEN BOULEVARD
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

# **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4952323	SPIKES SECURITY
Registration Number:	4833286	ISLA
Registration Number:	4785981	SPIKES SECURITY
Registration Number:	4685292	SPIKES
Registration Number:	4562634	SPIKES

#### **CORRESPONDENCE DATA**

**Fax Number:** 8585506420

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:** 858-550-6433

**Email:** jmfitzpatrick@cooley.com **Correspondent Name:** JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1121 Aurionpro	
NAME OF SUBMITTER:	JENNIFER FITZPATRICK	
SIGNATURE:	/JENNIFER FITZPATRICK/	
DATE SIGNED:	09/07/2016	

# Total Attachments: 5 source=Spikes IPSA#page1.tif source=Spikes IPSA#page2.tif source=Spikes IPSA#page3.tif source=Spikes IPSA#page4.tif source=Spikes IPSA#page5.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 6, 2016 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and SPIKES, INC., a Delaware corporation ("Grantor") is made with reference to the Second Amended and Restated Loan and Security Agreement, dated as of September 6, 2016 (as amended from time to time, the "Loan Agreement"), between Bank, Grantor and AurionPro Solutions, Inc. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SPIKES, INC.

BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

Title: CHIEF EXECUTIVE OFFICER Title: UP Fran Gad

Address for Notices:

Attn: Samir Shah 4000 Executive Parkway, Suite 250

San Ramon, CA 94583 Fax: (925) 242-0778

Address for Notices:

Attn: Technology Banking Division

55 Almaden Boulevard San Jose, California 95113 Fax:(408) 282-1681

# EXHIBIT A

# COPYRIGHTS

Please Check if No Copyrights Exist 🛭

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# EXHIBIT B

# TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
SPIKES SECURITY	4,952,323	05/03/16
ISLA	4,833,286	10/13/15
SPIKES SECURITY	4,785,981	08/04/15
SPIKES	4,685,292	02/10/15
SPIKES	4,562,634	07/08/14

# EXHIBIT C

# PATENTS

Description	Patent / Application Number	Issue / Application Date	
APPLICATION MALWARE ISOLATION VIA HARDWARE SEPARATION	14/205,855	03/12/14	
TUNABLE INTRUSION PREVENTION WITH FORENSIC ANALYSIS	14/205,085	03/11/14	
DYNAMIC CLIP ANALYSIS	14/205,023	03/11/14	
APPLICATION MALWARE ISOLATION VIA	14/794,652	07/08/15	

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**RECORDED: 09/07/2016**