

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431314

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZUORA, INC.		06/14/2017	Corporation: DELAWARE
ZUORA SERVICES, LLC		06/14/2017	Limited Liability Company: DELAWARE
LEEYO SOFTWARE, INC.		06/14/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
Internal Address:	HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	87407234	SUBSCRIPTION ECONOMY INDEX
Serial Number:	85417060	REVPRO
Serial Number:	85416019	LEEYO
Serial Number:	86505509	POB CONFIGURATOR
Serial Number:	86505526	POB FRAMEWORK
Serial Number:	86505545	RC WORKBENCH
Serial Number:	86505555	VC ANALYZER
Serial Number:	86529095	REVENUE ON CLOUD
Serial Number:	86529114	REVREC ON CLOUD
Serial Number:	85417026	REVENUE RECOGNITION AUTOMATION
Serial Number:	87146816	REVFORCE
Registration Number:	4667682	THE WORLD SUBSCRIBED
Registration Number:	4667681	Z-PAYMENTS
Registration Number:	4667678	Z-BUSINESS
Registration Number:	4684588	Z-COMMERCE
Registration Number:	4757444	SUBSCRIPTION EXPERIENCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4617753	Z-FINANCE
Registration Number:	4609935	Z-COMMERCE
Registration Number:	4677363	THE 9 KEYS TO THE SUBSCRIPTION SUCCESS
Registration Number:	4048342	SUBSCRIPTION ECONOMY
Registration Number:	3305927	ZUORA
Registration Number:	4192177	THE LEADER IN REVENUE RECOGNITION AUTOMA
Registration Number:	4695207	Z

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F170768
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	06/15/2017

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 14, 2017 by and between (i) **SILICON VALLEY BANK** (“Bank”) and (ii) **ZUORA, INC.**, a Delaware corporation (“Zuora”), **ZUORA SERVICES, LLC**, a Delaware limited liability company (“Services”), and **LEEYO SOFTWARE, INC.**, a Delaware corporation (“Leeyo”); Zuora, Services, and, immediately following the consummation of the Acquisition, Leeyo, are referred to herein, each and together, jointly and severally, as “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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

AGREEMENT

1. Grant of Security Interest. To secure the Obligations, 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 (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 service mark 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, 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.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include any “intent-to-use” Trademarks at all times prior to the first use thereof or until such time as a statement of use or an amendment to allege use has been filed.

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 Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement 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.

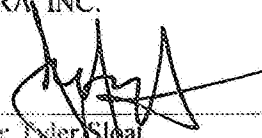
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

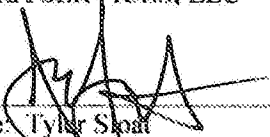
ZUORA, INC.

By: 
Name: Tyler Skoat
Title: Chief Financial Officer

LEEYO SOFTWARE, INC.

By: _____
Name: _____
Title: _____

ZUORA SERVICES, LLC

By: 
Name: Tyler Skoat
Title: Chief Executive Officer, President

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Security Agreement]


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ZUORA, INC.

By: _____
Name:
Title:

LEEYO SOFTWARE, INC.

By:  _____
Name: *Rajan Raghunathan*
Title: *Chief Executive Officer, President*

ZUORA SERVICES, LLC

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ZUORA, INC.

By: _____

Name:

Title:

LEEYO SOFTWARE, INC.

By: _____

Name:

Title:

ZUORA SERVICES, LLC

By: _____

Name:

Title:

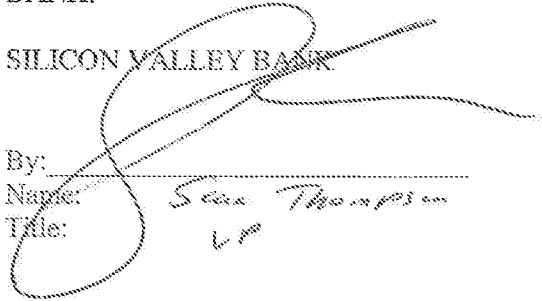
BANK:

SILICON VALLEY BANK

By: _____

Name:

Title:


Sean Thompson
VP

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006084 FRAME: 0479

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Description	Country	Status	App. No.	File/Reg. Date
Systems and Methods for Live Testing Performance Conditions of a Multi-Tenant System	USA	Pending	15/088,050	03/31/16
Systems and Methods for Live Testing Performance Conditions of a Multi-Tenant System	WIPO	Pending	PCT/US16/25434	03/31/16
System and Method for Real-Time Cloud Data Synchronization Using a Database Binary Log	USA	Pending	15/132,168	04/18/16
System and Method for Real-Time Cloud Data Synchronization Using a Database Binary Log	WIPO	Pending	PCT/US16/28176	04/18/16
System and Method for Managing and Editing Accounting Periods	USA	Pending	14/028,367	09/16/13
Revenue Allocation Engine for Subscription Based Economy	USA	Pending	14/626,748	02/19/15
System and Method for Single Sign-On Technical Support Access to Tenant Accounts and Data in a Multi-Tenant Platform	USA	Pending	14/884,492	10/15/15
Method and System for Real-Time Handling of Asynchronous Messages in Multi-Tenant Environment	USA	Pending	14/936,516	11/09/15
Configurable Billing with Subscriptions Having Conditional Components	AUS	Granted	2012346010	7/29/16
Configurable Billing with Subscriptions Having Conditional Components	CAN	Pending	2856192	11/28/12
Configurable Billing with Subscriptions Having Conditional Components	EU	Pending	12852816.3	11/28/12
Configurable Billing with Subscriptions Having Conditional Components	IND	Pending	4249/CHENP/2014	11/28/12
Configurable Billing with Subscriptions Having Conditional Components	USA	Pending	13/687,650	11/28/12
Configurable Billing with Subscriptions Having Conditional Components [DIV of 50XX-241268]	CHN	Pending	2016105291799	11/28/12
Configurable Billing with Subscriptions Having Conditional Components	HK	Pending	TBD	TBD
A NOVEL APPROACH TO MEETING GLOBAL FINANCIAL STANDARDS	USA	Pending	62/106,095	1/21/2015
SYSTEM AND METHOD FOR RECOGNIZING REVENUE AND MANAGING REVENUE LIFECYCLES	USA	Pending	15/003,593	1/21/2016

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
SUBSCRIPTION ECONOMY INDEX	USPTO	App. 87407234	App. 04/11/2017
THE WORLD SUBSCRIBED	USPTO	Reg. 4667682	Reg. 01/06/2015
Z-PAYMENTS	USPTO	Reg. 4667681	Reg. 01/06/2015
Z-BUSINESS	USPTO	Reg. 4667678	Reg. 01/06/2015
Z	USPTO	Reg. 4695207	Reg. 03/03/2015
Z-COMMERCE	USPTO	Reg. 4684588	Reg. 02/10/2015
SUBSCRIPTION EXPERIENCE	USPTO	Reg. 4757444	Reg. 06/16/2015
Z-FINANCE	USPTO	Reg. 4617753	Reg. 10/07/2014
Z-COMMERCE	USPTO	Reg. 4609935	Reg. 09/23/2014
THE 9 KEYS TO THE SUBSCRIPTION SUCCESS ACQUIRE BILL COLLECT NURTURE ACCOUNT MEASURE ITERATE	USPTO	Reg. 4677363	Reg. 01/27/2015
SUBSCRIPTION ECONOMY	USPTO	Reg. 4048342	Reg. 11/01/2011
ZUORA	USPTO	Reg. 3305927	Reg. 10/09/2007
ZUORA	Canada	App. 1802130	App. 09/27/2016
ZUORA	Norway	Reg. 290904	Reg. 01/31/2017
ZUORA	Switzerland	App. 61968/2016	App. 09/28/2016
ZUORA	European Union	Reg. 15861057	Reg. 02/23/2017
ZUORA	Hong Kong	Reg. 303910978	Reg. 09/23/2016
ZUORA	India	App. 3374044	App. 09/27/2016
ZUORA	Japan	App. 2016-105184	App. 09/28/2016
ZUORA	Malaysia	App. 2016067759	App. 09/28/2016
zuora	Singapore	App. 40201616055R	App. 09/29/2016
ZUORA	Australia	Reg. 1798495	Reg. 09/22/2016
ZUORA	New Zealand	Reg. 1051453	Reg. 03/23/2017

<u>Mark/Title</u>	<u>Country</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. No.</u>
REVPRO	US	9/7/2011	85/417,060	4311433
LEEYO	US	9/6/2011	85/416,019	4290943

Mark/Title	Country	Filing Date	App. No.	Reg. No.
THE LEADER IN REVENUE RECOGNITION AUTOMATION	US	9/7/2011	85/417,047	4192177
POB CONFIGURATOR	US	01/16/2015	86/505,509	
POB FRAMEWORK	US	01/16/2015	86/505,526	
RC WORKBENCH	US	01/16/2015	86/505,545	
VC ANALYZER	US	01/16/2015	86/505,555	
REVENUE ON CLOUD	US	02/09/2015	86/529,095	
REVREC ON CLOUD	US	02/09/2015	86/529,114	
REVENUE RECOGNITION AUTOMATION	US	09/07/2011	85/417,026	
RevForce	US	8/22/2016	87/146,816	

EXHIBIT D

Mask Works

None.