

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUEPRINT SOFTWARE SYSTEMS INC.		10/17/2017	Corporation: ONTARIO
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3978446	BLUEPRINT	
CORRESPONDENCE DATA			
Fax Number:	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>			
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:	F173311		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	10/18/2017		
Total Attachments: 6			
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THIRD SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Third Supplement to Intellectual Property Security Agreement (this “*Supplement*”) is made as of October 17, 2017 by and between **SILICON VALLEY BANK**, a California corporation (“*Bank*”) and **BLUEPRINT SOFTWARE SYSTEMS INC.**, a corporation organized under the laws of the Province of Ontario (the “*Grantor*”).

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated November 18, 2010 and recorded with the Patent division of the United States Patent and Trademark Office (the “*USPTO*”) on October 23, 2013 at Reel 031485, Frame 0017 (as amended, the “*IP Agreement*”) in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral;

WHEREAS, Grantor executed and delivered a First Supplement to Intellectual Property Security Agreement dated October 7, 2013 and recorded with the Patent division of the USPTO on October 23, 2013 at Reel 031485, Frame 0013 (the “*First Supplement*”) in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral; and

WHEREAS, Grantor executed and delivered a Second Supplement to Intellectual Property Security Agreement dated April 3, 2017 and recorded with the Patent division of the USPTO on April 4, 2017 at Reel 42155, Frame 0295 and recorded with the Trademark division of the USPTO on April 4, 2017 at Reel 6026, Frame 0770 (the “*Second Supplement*”, and together with the IP Agreement and First Supplement, collectively the “*Grant*”) in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral; and

WHEREAS, the Grantor has developed additional patents and patent applications (“*Patents*”) and additional trademarks and trademark applications (“*Trademarks*”), and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Patents and Trademarks in favor of Bank.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Supplement to Exhibit B. Exhibit B to the IP Agreement is hereby supplemented, but not replaced, by Exhibit B-3 annexed hereto.
3. Supplement to Exhibit C. Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by Exhibit C-3 annexed hereto.
4. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
- b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

GRANTOR:

BLUEPRINT SOFTWARE SYSTEMS INC.

By: *Greg Kent*
Name: Greg Kent
Title:
 CFO

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

EXHIBIT B-3

PATENTS AND PATENT APPLICATIONS

Country	Application Date	DESCRIPTION	Application Number	Patent Number	Registration Date
US	February 10, 2012	APPARATUS AND METHOD FOR MULTI-ASPECT SIMULATION	13/370,711	9,063,761	JUNE 23, 2015

EXHIBIT C-3

TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Application Date	Title Text	Application Number	Registration Number	Registration Date
US	January 23, 2008	BLUEPRINT	77/379,032	3,978,446	June 14, 2011
CANADA		SOFTWARE QUALITY ASSURANCE AND TESTING PROGRAM		1022824	August 11, 2004