

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTIA ACQUISITION CORPORATION		11/30/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King S. West, Suite 5001		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78837714	PHOTOPROTO	
Registration Number:	3235267	ALTIA	
Registration Number:	3617317	FLOWPROTO	
Registration Number:	2586492	DEEPSCREEN	
Registration Number:	2411516	FACEPLATE	
Registration Number:	1764307	ALTIA	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569-137		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	11/30/2018		

CH \$165.00 78837714

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 30, 2018, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and ALTIA ACQUISITION CORPORATION, a Colorado corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Altia Acquisition Corporation
111 S. Tejon Street, Suite 204 North Tower
Colorado Springs, CO 80903
Attention: Michael T. Juran, President and Chief
Executive Officer

GRANTOR:

ALTIA ACQUISITION CORPORATION

By: 
Name: MICHAEL JURAN
Title: CEO, PRESIDENT

Address of Bank:

CIBC Innovation Banking
40 King S. West, Suite 5001
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Altia Acquisition Corporation
111 S. Tejon Street, Suite 204 North Tower
Colorado Springs, CO 80903
Attention: Michael T. Juran, President and Chief
Executive Officer

GRANTOR:

ALTIA ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

Address of Bank:

CIBC Innovation Banking
40 King S. West, Suite 5001
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Mark McQueen
Name: Mark McQueen
Title: President, Executive Managing Director,
CIBC Innovation Banking

EXHIBIT A

COPYRIGHTS


<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Altia Acquisition Corporation (assigned to Altia Acquisition Corporation by Intellectual Property Assignment dated October 20, 2011; recorded on November 27, 2018)	Altia deepscreen : version 2.0 (computer file)	TX0005737807	5/1/2003
Altia Acquisition Corporation (assigned to Altia Acquisition Corporation by Intellectual Property Assignment dated October 20, 2011; recorded on November 27, 2018)	Altia design : version 5.0 (computer file)	TX0005737808	5/1/2003

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
Altia Acquisition Corporation. (assigned to Altia Acquisition Corporation and recorded on November 27, 2018)	Automated forensic artifact reconstruction and replay of captured and recorded display interface streams	<u>Patent No. 9,996,915</u> <u>Appl No. 15/288,737</u>	6.12.2018 / 8.4.2016
Altia Acquisition Corporation (assigned to Altia Acquisition Corporation and recorded on November 27, 2018)	Embedded System User Interface Design Validator	<u>Appl No. 14/677651</u>	3.30.17 / 2.4.15
Altia Acquisition Corporation (assigned to Altia Acquisition Corporation by Intellectual Property Assignment dated October 20, 2011; recorded on November 27, 2018).	System and method of designing, testing, and employing graphical computer code	<u>Patent No. 6,957,418</u> <u>Appl No. 09/767,509</u>	10.18.2005 / 1.23.2001

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
Altia Acquisition Corporation (assigned by predecessor Altia, Inc.)	PHOTOPROTO	Serial No. 78837714, Reg. No. 33044439	10/02/2007 (assigned eff. 10/20/11)
Altia Acquisition Corporation (assigned by predecessor Altia, Inc.)		Serial No. 78741133, Reg. No. 3235267	4/24/2007(assigned eff. 10/20/11)
Altia Acquisition Corporation (assigned by predecessor Altia, Inc.)	FLOWPROTO	Serial No. 77468/296, Reg. No. 3617317	5/5/2009 (assigned eff. 10/20/11)
Altia Acquisition Corporation (assigned by predecessor Altia, Inc.)	DEEPSCREEN	Serial No. 76159940, Reg. No. 2586492	6/25/2002 (assigned eff. 10/20/11)
Altia Acquisition Corporation (assigned by predecessor Altia, Inc.)	FACEPLATE	Serial No. 75656793, Reg. No. 2411516	12/5/2000 (assigned eff. 10/20/11)
Altia Acquisition Corporation (assigned by predecessor Altia, Inc.)	ALTIA	Serial No. 74305893, Reg. No. 1764307	4/13/1990 (assigned eff. 10/20/11)