502337579 05/07/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Execution Date
Lyris Technologies, Inc.	05/06/2013
Commodore Resources (Nevada), Inc.	05/06/2013

RECEIVING PARTY DATA

Name:	Silicon Valley Bank	
Street Address:	3003 Tasman Drive, HG 150	
City:	Santa Clara	
State/Country:	CALIFORNIA	
Postal Code:	95054	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7299457
Application Number:	11048956

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-370-4761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW Suite 420
Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

	PATENT
Signature:	/Laura A. Kenerson/
NAME OF SUBMITTER:	Laura A. Kenerson
ATTORNEY DOCKET NUMBER:	F144611

PATENT REEL: 030363 FRAME: 0530 \$80,00 729945

Date:	05/07/2013
Total Attachments: 10 source=USPTO Submission - Patents (6)#p	age3.tif age4.tif age5.tif age6.tif age7.tif age8.tif age9.tif age9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May _6, 2013 by and between SILICON VALLEY BANK ("Bank") and LYRIS, INC., a Delaware corporation ("Lyris"), with a principal place of business located at 6401 Hollis Street, Suite 125, Emeryville, California 94608, LYRIS TECHNOLOGIES, INC., a Delaware corporation ("Technologies") and COMMODORE RESOURCES (NEVADA), INC., a Nevada corporation ("Commodore", and together with Lyris and Technologies, individually and collectively, jointly and severally, the "Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement 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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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:

- 1. Any and all 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, including without limitation those registered copyrights and applications set forth on <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");
- 2. 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;
- 3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- 4. 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 <u>Exhibit B</u> attached hereto (collectively, the "**Patents**");

- 5. Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those registered trademarks and trademark applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- 6. 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");
- 7. 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;
- 8. 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;
- 9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- 10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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 any of the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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

GRANTOR:	
Address of Grantor:	LYRIS, INC.
c/o Lyris, Inc. 6401 Hollis Street, Suite 125 Emeryville, California 94608 Attn: Deborah Eudaley, Chief Financial Officer Fax: (510) 844-1605 Email: deudaley@lyris.com	By: Och Camblin Name: Roy Camblin Title: President and CEO
LYRIS TECHNOLOGIES, INC.	COMMODORE RESOURCES (NEVADA) INC.
By: /o Camblin Name: Roy Camblin Title: CEO	By:Name: Richard McDonald Title: President
BANK:	
Address of Bank:	SILICON VALLEY BANK
555 Mission Street, Suite 900 San Francisco, California 94105 Attn: Matthew Trotter Fax: (415) 615-0076	By: Name: Title:

Email: mtrotter@svb.com

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

GRANTOR:	
Address of Grantor:	LYRIS, INC.
c/o Lyris, Inc. 6401 Hollis Street, Suite 125 Emeryville, California 94608 Attn: Deborah Eudaley, Chief Financial Officer Fax: (510) 844-1605 Email: deudaley@lyris.com	By:Name: Roy Camblin Title: President and CEO
LYRIS TECHNOLOGIES, INC.	COMMODORE RESOURCES (NEVADA) INC.
By: Name: Roy Camblin Title: CEO	By: Www how Muld Name: Richard McDonald Title: President
BANK:	
Address of Bank:	SILICON VALLEY BANK
555 Mission Street, Suite 900 San Francisco, California 94105 Attn: Matthew Trotter Fax: (415) 615-0076 Email: mtrotter@svb.com	By: Name: Title:

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

GRANTOR:	
Address of Grantor:	LYRIS, INC.
c/o Lyris, Inc. 6401 Hollis Street, Suite 125 Emeryville, California 94608 Attn: Deborah Eudaley, Chief Financial Officer Fax: (510) 844-1605 Email: deudaley@lyris.com	By:
LYRIS TECHNOLOGIES, INC.	COMMODORE RESOURCES (NEVADA), INC.
By: Name: Title:	By: Name: Title:
BANK:	
Address of Bank:	SILICON VALLEY BANK
555 Mission Street, Suite 900 San Francisco, California 94105 Attn: Matthew Trotter Fax: (415) 615-0076	By: Ask Grand Name: Ask Grand Title: Vice Pres Seni

Email: mtrotter@svb.com

EXHIBIT A

Copyrights

No registered copyrights or applications for registration.

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Owner</u>
System and method for reporting user interaction with a web site	US Patent: 7,299,457	11/20/2007	Lyris Technologies, Inc. (by merger of subsidiary ClickAnalytics in to Borrower)
Method and system to review the display of content	US Patent App. 20060170705	8/3/2006	Lyris Technologies, Inc.

EXHIBIT C

Trademarks

United States filings LYRIS

Mark	Class	Serial Number	Filing Date	Registration Number
LYRIS Goods: Computer software for operating and managing electronic mail marketing, online marketing, mobile marketing, search marketing, namely, marketing through the management of search engine results priority, and web site analysis. Services: Software as a service (SAAS) services for use in electronic mail marketing, online marketing, mobile marketing, search marketing, namely, marketing through the management of search engine results priority, and web site analysis.	009 042	77/758362	6/12/2009	3,915,548 Reg. Issued 2/8/2011 Principal Register
Goods: Computer software for operating and managing electronic mail marketing, online marketing, mobile marketing, search marketing, namely, marketing through the management of search engine results priority, and web site analysis. Services: Software as a service (SAAS) services featuring software for use in electronic mail marketing, online marketing, mobile marketing, search marketing, namely, marketing through the management of search engine results priority, and web site analysis.	009 042	85/715427	8/28/2012	N/A

Madrid Protocol Filings LYRIS

Country	Class	Serial Number	Filing Date	Registration Number
Australia	009 042	77/758362 A0031451	8/22/2012	International Registration Number 1131725
				Australia Trade Mark No. 1521850
Benelux	009 042	A0031451	8/22/2012	International Registration Number 1131725
France	009 042	A0031451	8/22/2012	International Registration Number 1131725
Germany	009 042	A0031451	8/22/2012	International Registration Number 1131725
Italy	009 042	A0031451	8/22/2012	International Registration Number 1131725
Spain	009 042	A0031451	8/22/2012	International Registration Number 1131725
Switzerland	009 042	A0031451	8/22/2012	International Registration Number 1131725
United Kingdom	009 042	A0031451	8/22/2012	International Registration Number 1131725
				UK reference M1131725

Non-Madrid Protocol Filings LYRIS

Canada		1 598 256	10/15/2012	N/A
Mexico	009	009:	10/4/2012	N/A
	042	1314588		
		042:		
		1314589		
Argentina	009	3220852	1/8/2013	N/A
Brazil	009	009:	10/14/2012	N/A
	042	905412060		
		042:		
		905412087		
India	009	2442153	12/13/2012	N/A
	042			

EXHIBIT D

Mask Works

No mask works or applications for registration of mask works.

PATENT REEL: 030363 FRAME: 0541

RECORDED: 05/07/2013