

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2577727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WITHIN3, INC.	10/11/2013
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DR.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8453044
Patent Number:	8412706
Patent Number:	8190681
Application Number:	13777203
Application Number:	11686401
Application Number:	11686409
Application Number:	11686416
Application Number:	11686421
Application Number:	11686429
Patent Number:	6327586
CORRESPONDENCE DATA	
Fax Number:	(404)885-3900
Phone:	404885-3770
Email:	andrew.regan@troutmansanders.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	

Correspondent Name: ANDREW REGAN PHD
Address Line 1: 600 PEACHTREE ST NE
Address Line 2: #5200
Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 220763.001484

NAME OF SUBMITTER: ANDREW REGAN PHD

Signature: /ANDREW REGAN 66970/

Date: 10/15/2013

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Agreement**") is entered into as of the Effective Date by and between SILICON VALLEY BANK, a California corporation ("**Bank**") and WITHIN3, INC., a Delaware corporation ("**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 by and between Bank and Grantor dated the Effective Date (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

1. Grant of Security Interest. 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:

(a) 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 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 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 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, extensions, 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.

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. Patent Sale. In connection with the consummation of the Permitted Patent Disposition as described in the Loan Agreement, Bank shall, at Borrower's sole cost and expense, terminate and release its security interest in any portion of the Intellectual Property Collateral described on Exhibit E to the Loan Agreement (the “**IP Release Collateral**”) and all rights therein shall revert to Borrower and Bank agrees to deliver to Borrower any documents or UCC-3 Termination Statements necessary to release or terminate Bank's lien in the IP Release Collateral.

5. 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.

6. 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.

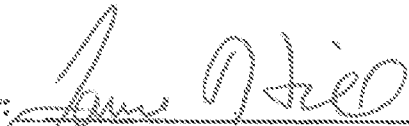
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[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:

WITHIN3, INC.

By: 
Name: LANCE HILL
Title: CEO

BANK:

SILICON VALLEY BANK

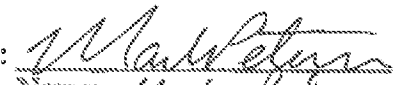
By: 
Name: Mark Peterson
Title: Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COLLECTIONS OF LINKED DATABASES	8,453,044	May 28, 2013
SOCIAL NETWORK ANALYSIS	8,412,706	April 2, 2013
COLLECTIONS OF LINKED DATABASES AND SYSTEMS AND METHODS FOR COMMUNICATING ABOUT UPDATES THERETO	8,190,681	May 29, 2012
SOCIAL NETWORK ANALYSIS	13/777,203	February 26, 2013
SOCIAL NETWORK ANALYSIS	11/686,401	March 15, 2007
COLLECTIONS OF LINKED DATABASES	11/686,409	March 15, 2007
COLLECTIONS OF LINKED DATABASES	11/686,416	March 15, 2007
COLLECTIONS OF LINKED DATABASES	11/686,421	March 15, 2007
COLLECTIONS OF LINKED DATABASES	11/686,429	March 15, 2007
SYSTEM METHOD AND COMPUTER PROGRAM PRODUCT TO AUTOMATE THE MANAGEMENT AND ANALYSIS OF HETEROGENEOUS DATA	6,327,586	December 4, 2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WITHIN3	3,560,802	January 13, 2009

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		