

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2683552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INNOGRAPHY, INC.	12/20/2013
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	300 WEST SIXTH STREET, SUITE 2250
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8583592
Application Number:	12983169
Application Number:	12544738
Application Number:	12415565
Application Number:	12189311
Application Number:	12112537
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
Phone:	214.745.5370
Email:	JMUENNINK@WINSTEAD.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JANIE MUENNINK C/O WINSTEAD PC
Address Line 1:	P.O. BOX 13851
Address Line 4:	DALLAS, TEXAS 75313
ATTORNEY DOCKET NUMBER:	3134-1659

NAME OF SUBMITTER:	JANIE MUENNINK
Signature:	/Janie Muennink/
Date:	01/15/2014
Total Attachments: 8 source=3134 1659 Comerica Innography security agreement#page1.tif source=3134 1659 Comerica Innography security agreement#page2.tif source=3134 1659 Comerica Innography security agreement#page3.tif source=3134 1659 Comerica Innography security agreement#page4.tif source=3134 1659 Comerica Innography security agreement#page5.tif source=3134 1659 Comerica Innography security agreement#page6.tif source=3134 1659 Comerica Innography security agreement#page7.tif source=3134 1659 Comerica Innography security agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 20, 2013 by and between COMERICA BANK ("Bank") and INNOGRAPHY, 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 of even date herewith (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).

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.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor shall execute and deliver this Agreement in order to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the following, whether now existing or hereafter acquired and wherever located (collectively, the "Intellectual Property Collateral"), except to the extent any such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Texas Uniform Commercial Code), or (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral:

(a) Copyrights, Trademarks and Patents, including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B, and C attached hereto);

(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 which may be available to Borrower now or hereafter existing, created, acquired or held;

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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. Rights and Remedies. 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 Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

3. Representations and Warranties. Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Further Acts. As and when required by the Loan Agreement, Grantor shall take all such action as may be necessary or advisable or may be requested by Bank to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Bank to exercise and enforce its rights and remedies hereunder with respect to the Intellectual Property Collateral. Bank may record this Agreement, an abstract thereof, or any other document describing Bank's interest in the Intellectual Property Collateral with the United States Copyright Office or the United States Patent and Trademark Office, as applicable, at the expense of Grantor. In addition, Grantor authorizes Bank to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Bank. If Grantor shall at any time hold or acquire a commercial tort

claim arising with respect to the Intellectual Property Collateral, Grantor shall notify Bank in the manner set forth in the Loan Agreement.

5. Authorization to Supplement. As and when required by the Loan Agreement, Grantor shall give Bank prompt notice of any additional Copyrights, Trademarks or Patents acquired after the date hereof. Grantor authorizes Bank to unilaterally modify this Agreement by amending Schedule A, B or C, as applicable, to include any future Copyrights, Trademarks or Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A, B or C shall in any way affect, invalidate or detract from Bank's continuing security interest in all of the Intellectual Property Collateral, whether or not listed on Schedule A, B or C.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

7. Incorporation of Certain Provisions. The provisions of Section 10 of the Loan Agreement captioned "CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER" are incorporated herein by reference for all purposes.

8. Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

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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:

INNOGRAPHY, INC.

By: 

Title: CFO + Secretary

Address of Grantor:

3900 N. Capital of Texas Hwy.
Suite 175
Austin, Texas 78746
Attn: Brett Panter, CFO

BANK:

COMERICA BANK

By: Step L B Bitten

Title: Vice President

Address of Bank:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
300 West Sixth Street
Suite 2250
Austin, Texas 78701
Fax: (512) 427-7178
Attn: Manager

SCHEDULE A

Copyrights

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

SCHEDULE B

Patents

<u>Patent</u>	<u>Registration/ Application Number</u>	<u>Issue/ Filing Date</u>
System and methods of searching data sources	Reg. No. 8,583,592	November 12, 2013
Computer readable medium, systems, and methods of detecting a discrepancy in a chain-of-title of an asset	Appl. No. 12/983,169	December 31, 2010
System and methods of relating trademarks and patent documents	Appl. No. 12/544,738	August 20, 2009
System to provide results via a user-configurable table	Appl. No. 12/415,565	March 31, 2009
System and method of applying globally unique identifiers to related distributed data sources	Appl. No. 12/189,311	August 11, 2008
System and method of generating a set of search results	Appl. No. 12/112,537	April 30, 2008
[To Be Confirmed]		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PATENTSCOUT	S/N 86-082,540	October 4, 2013
IP ANSWERS. BUSINESS RESULTS.	S/N 86-029486	August 6, 2013
IP ANSWERGUIDE	S/N 86-043,497	August 21, 2013
PATENTSTRENGTH	S/N 86-029,472	August 6, 2013
INNOGRAPHY	Reg. No. 3,514,947	October 14, 2008
[To Be Confirmed]		