

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2857043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
VERISIFY SOLUTIONS, INC.	09/04/2013
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: 5	
Property Type	Number
Application Number:	12399689
Application Number:	12437388
Application Number:	12430515
Patent Number:	8606686
Patent Number:	8260468
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-739-3000
Email:	patents@morganlewis.com
Correspondent Name:	MORGAN LEWIS & BOCKIUS LLP
Address Line 1:	1111 PENNSYLVANIA AVENUE NW
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	069837-5000
NAME OF SUBMITTER:	ADAM D. BROOKE
SIGNATURE:	/Adam D. Brooke/
DATE SIGNED:	05/15/2014
Total Attachments: 2	
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PATENT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:50 AM 09/04/2013
INITIAL FILING # 2010 3162447
AMENDMENT # 2013 3434256
SRV: 131050922

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20103162447 9/10/2010

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME	
OR	
7b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

All assets of the Debtor, except such assets which are specifically excluded as described on Exhibit A attached hereto and incorporated herein by reference.

The sale or other disposition of any of the Collateral by the Debtor or any other person shall be deemed to violate the rights of the Secured Party.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Silicon Valley Bank			
OR			
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Filed with: DE - Secretary of State; Debtor: VERSIFY SOLUTIONS, INC. - CM # 56120.01982

F#397106
A#568959

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

PATENT

REEL: 032903 FRAME: 0975

EXHIBIT A

DEBTOR VERSIFY SOLUTIONS, INC. 2 Braxton Way, Suite 105 Glen Mills, PA 19342	SECURED PARTY SILICON VALLEY BANK 3003 Tasman Drive HG 150 Santa Clara, CA 95054
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The collateral consists of all of Debtor's right, title and interest in and to the following personal property:

All goods, accounts (including health-care receivables), equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles (except as provided below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

All Debtor's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the collateral does not include any of the following, whether now owned or hereafter acquired, any copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of Debtor connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions, and any claims for damage by way of any past, present, or future infringement of any of the foregoing; provided, however, the collateral shall include all accounts, license and royalty fees and other revenues, proceeds, or income arising out of or relating to any of the foregoing.

Except as otherwise permitted by written agreement with the Secured Party, the Debtor is prohibited from (1) granting any other security interest in any of the above and (2) disposing of any of its assets with the exceptions described in a certain Loan and Security Agreement by and between the Debtor and Secured Party.

This UCC Financing Statement also provides notification that Debtor has agreed, among other things not to sell, transfer, assign, mortgage, pledge, lease, grant a security interest in or encumber any of Debtor's intellectual property without Secured Party's written consent.

Unless otherwise expressly agreed to in writing by the Secured Party, any receipt of proceeds of the disposition of any collateral by any person other than the Secured Party, which proceeds are not paid over to the Secured Party, violates the rights of the Secured Party.