

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3948402

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	QASYMPHONY, INC.	07/01/2016
RECEIVING PARTY DATA		
Name:	WESTERN ALLIANCE BANK	
Street Address:	55 ALMADEN BLVD., SUITE 100	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9003362
CORRESPONDENCE DATA		
Fax Number:	(650)644-0520	
<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:	6506483802	
Email:	PATTY@PATTYCHENG.COM	
Correspondent Name:	PATTY CHENG	
Address Line 1:	2625 MIDDLEFIELD RD., #215	
Address Line 4:	PALO ALTO, CALIFORNIA 94306	
ATTORNEY DOCKET NUMBER:	1-1240	
NAME OF SUBMITTER:	PATTY CHENG	
SIGNATURE:	/s/ Patty Cheng	
DATE SIGNED:	07/05/2016	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 1, 2016 (the "Agreement") between QASYMPHONY, INC., a Delaware corporation ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of July 1, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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;

(h) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any intent-to-use trademark applications at all times prior to the first use thereof, but only to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to use trademark applications under applicable federal law, provided that upon acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such

rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

QASYMPHONY, INC.

By: 

Name: David Keil

Title: Chief Executive Officer

Address for Notices:

550 Pharr Road NE, Suite 400
Atlanta, GA 30305
Attn: Dave Keil - CEO

LENDER:

WESTERN ALLIANCE BANK

By: 

Name: Katherine Wolfe

Title: AVP

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
QTEST	86864835		January 4, 2016
AGILE SCORE	86864829		January 4, 2016
QASYMPHONY	86233418	4730281	May 5, 2015
QASYMPHONY	85861069*		February 26, 2013
QTRACE	85499403	4256452	December 11, 2012
QASYMPHONY	85499401*		December 20, 2011

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Systems and methods for processing software application metadata associated with a software application [qMap]	9,003,362	13/603,374	Issued	April 7, 2015