PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4085069

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CERTONA CORPORATION	10/03/2016

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY
Street Address:	120 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	8566256
Patent Number:	8788445
Patent Number:	8903811
Patent Number:	9094262
Patent Number:	9147159
Patent Number:	9317584
Application Number:	12416005
Application Number:	12416083
Application Number:	12416388
Application Number:	12416524
Application Number:	13731071
Application Number:	14868387

CORRESPONDENCE DATA

Fax Number: (404)885-3155

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.

Phone: 4048853155
Email: austin.padgett@troutmansanders.com
Correspondent Name: AUSTIN PADGETT
Address Line 1: 600 PEACHTREE ST. NE, SUITE 5200
Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	249023.5
NAME OF SUBMITTER:	AUSTIN PADGETT
SIGNATURE:	/Austin Padgett/
DATE SIGNED:	10/06/2016

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of October 3, 2016 by and between THE PRIVATEBANK AND TRUST COMPANY ("Lender") and CERTONA CORPORATION, a Delaware corporation ("Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and the Grantor dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that the Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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:

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT AND ANY CLAIMS, 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

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

Address of Grantor:

c/o Certona Corporation
9530 Towne Centre Dr., Suite 200
San Diego, California 92121
Attn: Meyar Sheik, CEO
FAX: (858) 369-3880
Email: msheik@certona.com

GRANTOR:

CERTONA CORPORATION

By: ______________________
Name: Meyar Sheik
Title: Chief Executive Officer

Address of Lender:

The PrivateBank and Trust Company
120 S. LaSalle St.
Chicago, Illinois 60603
Attn: Joshua Roberts, Managing Director
FAX: (312) 291-2173
Email: jproberts@theprivatebank.com

LENDER:

THE PRIVATE BANK AND TRUST COMPANY

By: ______________________
Name: Josh Roberts
Title: Managing Director

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

Address of Grantor:

c/o Certona Corporation
9530 Towne Centre Dr., Suite 200
San Diego, California 92121
Attn: ____________________
FAX: (   ) ________________
Email: ___________________

GRANTOR:

CERTONA CORPORATION

By: ____________________________
Name: Meyar Sheik
Title: Chief Executive Officer

Address of Lender:

The PrivateBank and Trust Company
120 S. LaSalle St.
Chicago, Illinois 60603
Attn: Joshua Roberts, Managing Director
FAX: (312) 291-2173
Email: jproberts@theprivatebank.com

LENDER:

THE PRIVATE BANK AND TRUST COMPANY

By: ____________________________
Name: Josh Roberts
Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Entity	Title	Application No.	Patent No.	Date Filed	Status
Certona Corporation	UNIVERSAL SYSTEM AND METHOD FOR REPRESENTING AND PREDICTING HUMAN BEHAVIOR	N/A	8,566,256	3/31/09	Issued
Certona Corporation	SYSTEM AND METHOD FOR QUANTIFYING AND DETECTING NON-NORMATIVE BEHAVIOR	N/A	8,788,445	4/1/09	Issued
Certona Corporation	SYSTEM AND METHOD FOR PERSONALIZED SEARCH	N/A	8,903,811	4/1/09	Issued
Certona Corporation	FAULT TOLERANCE AND MAINTAINING SERVICE UNDER UNANTICIPATED LOAD CONDITIONS	N/A	9,094,262	12/30/12	Issued
Certona Corporation	EXTRACTING PREDICTIVE SEGMENTS FROM SAMPLED DATA	N/A	9,147,159	12/30/12	Issued
Certona Corporation	KEYWORD INDEX PRUNING	N/A	9,317,584	3/31/09	Issued
Certona Corporation	SYSTEM AND METHOD FOR COLLECTING AND TARGETING VISITOR BEHAVIOR	12/416,005	N/A	3/31/09	In Prosecution
Certona Corporation	SYSTEM AND METHOD FOR COMBINING AND OPTIMIZING BUSINESS STRATEGIES	12/416,083	N/A	3/31/09	In Prosecution
Certona Corporation	SYSTEM AND METHOD FOR GENERATING AUTOMATED SELF-OPTIMIZING TARGETED E-MAILS	12/416,388	N/A	4/1/09	In Prosecution

Entity	Title	Application No.	Patent No.	Date Filed	Status
Certona Corporation	SYSTEM AND METHOD FOR AUTOMATING MARKET ANALYSIS FROM ANONYMOUS BEHAVIOR PROFILES	12/416,524	N/A	4/1/09	In Prosecution
Certona Corporation	RECOMMENDING REPEATED TRANSACTIONS	13/731,071	N/A	12/30/12	In Prosecution
Certona Corporation	EXTRACTING PREDICTIVE SEGMENTS FROM SAMPLED DATA	14/868,387	N/A		Awaiting office response

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EXHIBIT C

Trademarks

Entity	Mark	Serial No.	Registration No.	Date Filed	Status
Certona Corporation	Certona	77893162	3847396	12/14/09	Live
Certona Corporation	Resonance	77893109	3847395	12/14/09	Live
Certona Corporation	N • Space Technology and Design	76001721	2499842	3/16/00	Live

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