

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4367334

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	RUNTIME DESIGN AUTOMATION	12/28/2016
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	2400 HANOVER STREET	
City:	PALO ALTO	
State/Country:	CALIFORNIA	
Postal Code:	94304	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	7937706	
Patent Number:	5634056	
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<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:	202-370-4750	
Email:	ipteam@nationalcorp.com	
Correspondent Name:	JOANNA MCCALL	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	F169594	
NAME OF SUBMITTER:	LAURA A. KENERSON	
SIGNATURE:	/Laura A. Kenerson/	
DATE SIGNED:	04/13/2017	
Total Attachments: 8		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 28, 2016 by and between **SILICON VALLEY BANK** ("Bank") and **RUNTIME DESIGN AUTOMATION**, a California corporation (the "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 as of the date hereof (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

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:

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");

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;

Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

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");

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**");

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**");

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;

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;

All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

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.

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, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[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:

Address of Grantor:

2560 Mission College Boulevard, Suite 130
Santa Clara, California 95054
Attn: Andrea Casotto, Chief Executive Officer
Fax: (408) 492-0941
Email: Casotto@rtda.com]

RUNTIME DESIGN AUTOMATION

By: Andrea Casotto

Name: Andrea Casotto

Title: President and CEO

BANK:

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304
Attn: Mr. Matthew Wright
Fax: (650) 320-1100
Email: mwright@svb.com

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

PATENT

REEL: 042002 FRAME: 0156

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:

Address of Grantor:

2560 Mission College Boulevard, Suite 130
Santa Clara, California 95054
Attn: Andrea Casotto, Chief Executive Officer
Fax: (408) 492-0941
Email: []

RUNTIME DESIGN AUTOMATION

By:

Name:

Title:

BANK:

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304
Attn: Mr. Matthew Wright
Fax: (650) 320-1100
Email: mwright@svb.com

SILICON VALLEY BANK

By:

Name:

Title:

Matthew Wright
Matthew Wright
MO

EXHIBIT A

Copyrights NONE

Description

Registration/
Application
Number

Registration/
Application
Date

PATENT

REEL: 042002 FRAME: 0158

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Method and system for performing fair-share preemption	7,937,706	May 3, 2011
Run time dependency management facility for controlling change propagation utilizing relationship graph	5,634,056	May 27, 1997

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VOV	2166154	June 16, 1998
Trade Marks – all unregistered:		
Runtime Design Automation		
RTDA		
FlowRunner		
FlowMaker		
FlowTracer		
LicenseMonitor		
LicenseAllocator		
MultiQueue		
NetworkComputer		
ResourceMonitor		
WorkloadXelerator		
WorkloadAnalyzer		
HERO		

EXHIBIT D

Mask Works NONE

Description

Registration/
Application
Number

Registration/
Application
Date

2038807.2

PATENT

RECORDED: 04/13/2017

REEL: 042002 FRAME: 0161