

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4399569

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	NATIVO, INC.	03/31/2017
RECEIVING PARTY DATA		
Name:	WESTERN ALLIANCE BANK	
Street Address:	55 ALMADEN BOULEVARD, SUITE 100	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15069908	
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 ROAD, SUITE 215	
Address Line 4:	PALO ALTO, CALIFORNIA 94306	
NAME OF SUBMITTER:	PATTY CHENG	
SIGNATURE:	/s/ Patty Cheng	
DATE SIGNED:	05/04/2017	
Total Attachments: 5		
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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 31, 2017 (the "Agreement") between WESTERN ALLIANCE BANK as successor in interest to Bridge Bank, National Association ("Lender") and NATIVO, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 31, 2015 and as amended from time to time between Lender and Grantor (the "Loan Agreement"), and that certain Intellectual Property Security Agreement dated March 31, 2015 between Lender and Grantor (the "Original IPSA"). 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:

This Agreement hereby amends and restates in its entirety the Original IPSA.

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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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 Borrower 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.

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.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Intellectual Property Agreement as of the date first written above.

GRANTOR:

NATIVO, INC.

By: 

Name: Justin Choi

Title: CEO

Address for Notices:

200 North Sepulveda Blvd., Suite 400 850
El Segundo, CA 90245
Attn: Justin Choi
Fax: (650) 622-0870

LENDER:

WESTERN ALLIANCE BANK

By: 

Name: Victor Le

Title: VP

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
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 Date</u>	<u>Registration Date</u>
NATIVO	85841304	4697951	2/5/13	
NATIVO	85861547	4657852	2/27/13	

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue Date</u>	<u>Application Date:</u>
Brand monitoring and marketing system		11359003		2/21/06
Press release distribution system		11772014		6/29/07
Press release distribution system	9286622	13871794	3/15/16	4/26/13
Press release distribution system		15069908		03/14/16

PATENT

RECORDED: 05/04/2017

REEL: 042406 FRAME: 0082