504445656 07/06/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4492357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
CENTRIC SOFTWARE, INC.	07/03/2017

## **RECEIVING PARTY DATA**

Name:	ALLY BANK
Street Address:	300 PARK AVENUE, 4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

## **PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	9324107
Patent Number:	7698323
Patent Number:	7617014
Patent Number:	7012602
Patent Number:	6963930
Patent Number:	6944583
Patent Number:	6721696

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2023704750

Email: ipteam@cogencyglobal.com
Correspondent Name: DARLENA BARI STARK

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171195
NAME OF SUBMITTER:	ROBIN DUNN
SIGNATURE:	/ROBIN DUNN/
DATE SIGNED:	07/06/2017

504445656 PATENT REEL: 042926 FRAME: 0209

## **Total Attachments: 7**

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PATENT REEL: 042926 FRAME: 0210

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 3, 2017 by and between ALLY BANK ("Bank") and CENTRIC SOFTWARE, INC., a California corporation ("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 of even date herewith (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).
- **B.** Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, "Intellectual Property Collateral").

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

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PATENT REEL: 042926 FRAME: 0211 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 Intellectual Property Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Intellectual Property Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the state of New York, without regard to conflicts of laws principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SIGNATURE PAGE FOLLOWS

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	1
In WITNESS WHEREOF, the parties have cause be duly executed by its officers thereunto dul	sed this Intellectual Property Security Agreement to y authorized as of the first date written above.
	Grantor:
	By
	Address of Grantor:
	655 Campbell Technology Pkwy., Suite 200 Campbell, California 95008
Bank:	
ALLY BANK	
Ву	

Address of Bank:

Name\_\_\_\_ Title

300 Park Avenue, 4th Floor New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

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:

CENTRIC SOFTWARE, INC.

Address of Grantor:

655 Campbell Technology Pkwy., Suite 200 Campbell, California 95008

Bank:

**ALLY BANK** 

Name BRIAN BARANASKAS

Title AUTHON VED SIGHATIONY

Address of Bank:

300 Park Avenue, 4th Floor New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

# EXHIBIT A

# **COPYRIGHTS**

Description	Registration Number	Registration Date	
Centric innovation 1.2.	TX0005222135	2001-02-06	•

# EXHIBIT B

# **PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
Interactive collection book for mobile devices	9,324,107	Oct 5, 2010
Method and system for accessing and managing information	7,698,323	Apr 26, 2004
Managing and unifying structured representations of product information	7,617,014	May 28, 2004
Virtual three-dimensional display for product development	7,012,602	Sep 25, 2003
Automatic transfer and expansion of application-specific data for display at a website	6,963,930	February 15, 2001
Multi-threaded frame safe synchronization of a simulation	6,944,583	February 2, 2000
Simulation program having generic attribute access schema	6,721,696	February 25, 2000

## EXHIBIT C

## **TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date	
Centric Software	2625426	September 24,	

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**RECORDED: 07/06/2017**