#### 04/13/2018 504868983

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4915723

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                  | Execution Date |
|-----------------------|----------------|
| CRIMSON HEXAGON, INC. | 04/13/2018     |

#### **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: 6**

| Property Type       | Number       |
|---------------------|--------------|
| Patent Number:      | 9483544      |
| Patent Number:      | 9355091      |
| Patent Number:      | 9927930      |
| Application Number: | 14846148     |
| Application Number: | 14585514     |
| PCT Number:         | US2013042223 |

#### **CORRESPONDENCE DATA**

Fax Number: (408)852-4475

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: 4088417195

Email: dsanchezbentz@vlplawgroup.com

**Correspondent Name:** DIANA SANCHEZ BENTZ

Address Line 1: 235 VICTORIA DR. Address Line 2: VLP LAW GROUP LLP

Address Line 4: GILROY, CALIFORNIA 95020

| ATTORNEY DOCKET NUMBER: WAB-CRIMSON HEXAGON (PAT) |                     |  |  |
|---|---------------------|--|--|
| NAME OF SUBMITTER:                                | DIANA SANCHEZ BENTZ |  |  |
| SIGNATURE:  | /dsb1068/           |  |  |
| DATE SIGNED:                                      | 04/13/2018          |  |  |

# Total Attachments: 7 source=(WAB-Crimson Hexagon) EXECUTED IPSA\_4-13-2018#page1.tif source=(WAB-Crimson Hexagon) EXECUTED IPSA\_4-13-2018#page2.tif source=(WAB-Crimson Hexagon) EXECUTED IPSA\_4-13-2018#page3.tif source=(WAB-Crimson Hexagon) EXECUTED IPSA\_4-13-2018#page4.tif source=(WAB-Crimson Hexagon) EXECUTED IPSA\_4-13-2018#page5.tif source=(WAB-Crimson Hexagon) EXECUTED IPSA\_4-13-2018#page6.tif source=(WAB-Crimson Hexagon) EXECUTED IPSA\_4-13-2018#page7.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 13, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and CRIMSON HEXAGON, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of April 13, 2018 (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 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not be deemed to include that certain License Agreement dated as of February 13, 2008 between Grantor and President and Fellows of Harvard College (the "Harvard License Agreement"), but only to the extent that the Harvard License Agreement contains a prohibition against a security interest without the consent of President and Fellows of Harvard College, which consent has not been obtained and which prohibition is enforceable under applicable law, including, without limitation, Sections 9-406 and 9-408 of the Code; provided, however, that regardless of whether the Intellectual Property Collateral is deemed to include the Harvard License Agreement, the Intellectual Property Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing, or disposition of all or any part, or rights in, the foregoing Harvard License Agreement (the "Harvard Rights to Payment").

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.

[Signatures appear on the following page.]

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

| GRANTOR:  | LENDER: WESTERN ALLIANCE BANK, an Arizona corporation  |  |  |
|---|--|--|--|
| Crimson Hexagon, Inc., a Delaware corporation   |  |  |  |
| By: Name: Stephanie Newby Title: Chief Executive Officer  | By: Name: Title:   |  |  |
| Address for Notices: Attn: Stephanie Newby, CEO 253 Summer St. Boston, MA 02210 Fax: (617) 547-1017 | Address for Notices: Attn: 55 Almaden Boulevard, Suite 100 San Jose, California 95113 Tel: (408) 556-6501 Fax:(408) 282-1681 |  |  |

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

| GRANTOR:                                      | LENDER:                                      |  |  |
|---|--|--|--|
| Crimson Hexagon, Inc., a Delaware corporation | WESTERNALLIANCE BANK, an Arizona corporation |  |  |
| Ву:   | By:  |  |  |
| Name:   | Name: Why leduces                            |  |  |
| Title:  | Title: <u>SVP</u>                            |  |  |
| Address for Notices:                          | Address for Notices:                         |  |  |
| Attn: Stephanie Newby, CEO                    | Attn: 55 Almaden Boulevard, Suite 100        |  |  |
| 253 Summer St.                                | San Jose, California 95113                   |  |  |
| Boston, MA 02210                              | Tel: (408) 556-6501                          |  |  |
| Fax: (617) 547-1017                           | Fax:(408) 282-1681                           |  |  |

### EXHIBIT A

# COPYRIGHTS

# Please Check if No Copyrights Exist $\boldsymbol{X}$

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

#### TRADEMARKS

# Please Check if No Trademarks Exist $\square$

| Mark / Title:               | <u>U.S. Serial</u><br><u>Number:</u> | U.S. Registration<br>Number: | USPTO Reference<br>Number: | Filing Date: |
|-----------------------------|--------------------------------------|------------------------------|----------------------------|--------------|
| FORSIGHT                    | 87642714                             | 5433557                      |                            | 10/17/2017   |
|                             | 87579997                             |                              |                            | 8/23/2017    |
| CRIMSON HEXAGON             | 87579992                             |                              |                            | 8/23/2017    |
| HELIOSIGHT                  | 87141482                             | 5314793                      |                            | 8/17/2016    |
| CRIMSON HEXAGON<br>FORSIGHT | 85132145                             | 4109708                      |                            | 9/17/2010    |
|                             |                                      |                              |                            |              |
|                             |                                      |                              |                            |              |

### EXHIBIT C

#### **PATENTS**

# Please Check if No Patents Exist $\square$

| <u>Title:</u>   | <u>Patent</u><br><u>Number:</u> | Application Serial Number: | Issued or<br>Published? | Issue or<br>Filing Date: |
|---|---------------------------------|----------------------------|-------------------------|--------------------------|
| SYSTEMS AND METHODS<br>FOR CALCULATING<br>CATEGORY PROPORTIONS          | 9,483,544                       | 13/804096                  | issued                  | 11/1/2016                |
| SYSTEMS AND METHODS<br>FOR LANGUAGE<br>CLASSIFICATION                   | 9,355,091                       | 13/798890                  | issued                  | 5/31/2016                |
| METHOD AND<br>APPARATUS FOR<br>IMPROVED SEARCHING<br>OF DIGITAL CONTENT |                                 | 14/846148                  | published               | 9/4/2015                 |
| ANALYSING TOPICS IN SOCIAL NETWORKS                                     |                                 | 14/585514                  | published               | 12/30/2014               |
| ANALYSING INTERESTS<br>BASED ON SOCIAL MEDIA                            | 9,927,930                       | 14/585415                  | issued                  | 12/30/2014               |
| SYSTEMS AND METHODS<br>FOR CALCULATING<br>CATEGORY PROPORTIONS          |                                 | PCT/US2013/042223          | published               | 3/7/2011                 |

PATENT REEL: 045539 FRAME: 0348

**RECORDED: 04/13/2018**