

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5217853

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	PANORAMA SOFTWARE INC.	10/21/2018
RECEIVING PARTY DATA		
Name:	MIZRAHI TEFAHOT BANK, LTD.	
Street Address:	7 JABOTINSKY ST.	
City:	RAMAT GAN	
State/Country:	ISRAEL	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	8121975	
Patent Number:	9292857	
Patent Number:	9832154	
Patent Number:	9646072	
Application Number:	12923961	
Application Number:	15623526	
CORRESPONDENCE DATA		
Fax Number:	(617)204-5150	
<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:	6172045100	
Email:	gommerstadt@pepperlaw.com	
Correspondent Name:	PEPPER HAMILTON LLP	
Address Line 1:	125 HIGH STREET	
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ATTORNEY DOCKET NUMBER:	146937.1	
NAME OF SUBMITTER:	ANDREW W. SCHULTZ	
SIGNATURE:	/Andrew W. Schultz/	
DATE SIGNED:	11/01/2018	
Total Attachments: 4		

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U.S. INTELLECTUAL PROPERTY UNLIMITED SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated October 31, 2018, is made by and between (i) Panorama Software Inc., a Delaware corporation ("Grantor"), and (ii) Mizrahi Tefahot Bank, Ltd., a company incorporated in Israel under registered number 520000522 whose registered office is at 7 Jabotinsky St., Ramat Gan, Israel ("Lender", which expression shall include their respective successors and assigns).

WHEREAS, Panorama Software (Israel 2002) Ltd., a subsidiary of Grantor (the "Subsidiary") has, or may have, obtained in the past, pursuant to previous agreements and transactions with the Lender, and may obtain, in the future, additional credit lines, loans, banking facilities, credit and other miscellaneous banking services from the Lender (such services, "Banking Services");

WHEREAS, in order to induce the Lender to provide the Banking Services to the Subsidiary, and in consideration of the Lender's agreement to extend such Banking Services to the Subsidiary, Grantor entered into that certain Guarantee Agreement, dated October 21, 2018 (the "Guarantee Agreement") guaranteeing all of the Subsidiary's debts and liabilities to the Lender of any kind whatsoever, whether in Israeli currency, in United States Dollars, or in any other currency whatsoever;

WHEREAS, on October 21, 2018, Grantor and Lender entered into that certain Unlimited Security Agreement (the "Unlimited Security Agreement") pursuant to which the undertakings and obligations of Grantor were set forth therein;

WHEREAS, under the terms of the Unlimited Security Agreement, Grantor has agreed, among other things, to grant a first priority lien on, and security interest in, the intellectual property of Grantor to Lender, and the Grantor has to execute this IP Security Agreement for recording such pledge with the U.S. Patent and Trademark Office, on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1. Grant of Security. Grantor hereby grants to Lender an unlimited security interest in and to all right, title and interest to any and all intellectual property owned or that shall be owned by the Grantor, or to which it is or shall be entitled or that it possesses or shall possess any proprietary or other rights thereto, by virtue of any law, agreement or any other source whatsoever, including, without limitation, all intellectual property listed in Schedule A hereto, including but not limited to all information or materials in any shape or form, relating to research, development, specifications, formulas, algorithms, prototypes, computer programs, records, data, designs, concepts, ideas, methods, techniques, processes, samples, trade secrets, analyses, materials, patents, pending patent applications, registered trademarks, pending trademark applications, and applications for registration, other data and information, as well as any improvements and derivatives thereof; and any and all proceeds of the foregoing and all accessions to, substitutions, and replacements for, and rents, profits, and products of the foregoing (the "Collateral"). Schedule A shall be updated upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and/or the application for, or acquisition of, any new Copyrights (whether registered or not), and the Grantor shall promptly file amendments to Schedule A to that effect.



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Section 2. Security for Obligations. The grant of an unlimited security interest in the Collateral by Grantor to Lender under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantor to Lender, now or hereafter existing under or in respect of the Unlimited Security Agreement, the Guarantee Agreement, or under any other future financing arrangement between the Grantor and the Lender (the "Secured Obligations").

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and/or the Register of Copyrights, record this IP Security Agreement. Grantor hereby further undertakes to file the appropriate request to the Commissioner of Patents and Trademarks, in order to record this IP Security Agreement, within 21 days following the execution of this IP Security Agreement.

Section 4. Right to Request Information. Lender shall have the right to request, once every six (6) calendar months, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Unlimited Security Agreement and the Guarantee Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Unlimited Security Agreement and the Guarantee Agreement and in the event of any contradiction between this IP Security Agreement and the Unlimited Security Agreement and the Guarantee Agreement, the provisions of the Unlimited Security Agreement and the Guarantee Agreement will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This IP Security Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this IP Security Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court. This Section 6 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to the Collateral in any other courts with jurisdiction.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Lender shall terminate and be of no force with respect to the Lender upon satisfaction in full of all of the Secured Obligations of Grantor to the Lender. Upon termination of this IP Security Agreement and the security interest granted to the Lender hereunder, the Lender shall execute all documents necessary to remove the security interest granted to the Lender by Grantor hereunder and take any action necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.


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IN WITNESS WHEREOF, Grantor and the Lender have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PANORAMA SOFTWARE INC.

By: Michal Zahavi Eynav Azarya

Name:  

Title: CFO CEO

MIZRAHI TEFAHOT BANK, LTD.

By:  

Name: Guy Ofer Hirshler Dani Maor

Title: Hi-Tech Dpt. Manager

Dani Maor
Hi-Tech Dpt. Manager

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SCHEDULE A

Patents:

Patents and Patent Applications:

Granted

US8121975 – Creating pivot tables from tabular data

US9292857B2 - One-click exceptions

US9832154B2– Enhanced usage of business intelligence systems

US9646072B2 - Multidimensional dataset query processing

Applications

US20120095793A1 - Business intelligence exception analysis by cause and effect

US20170364551A1 - Systems and methods for analysis of data stored in a large dataset

Trademarks:

Issued Trademarks:

“Necto” and “NovaView”

Trademark Applications:

None

Copyrights:

Registered Copyrights:

None

Unregistered Copyrights:

Domain Names:

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