

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5278661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLARABRIDGE, INC.	12/11/2018
RECEIVING PARTY DATA	
Name:	HERCULES CAPITAL, INC., AS AGENT
Street Address:	400 HAMILTON AVENUE, SUITE 310
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13783063
Application Number:	13782914
Application Number:	11172956
Application Number:	11172955
CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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>	
Email:	rhonda.deleon@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	054809-0020
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/12/2018
Total Attachments: 8	
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of December 11, 2018, is made by Clarabridge, Inc., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of Hercules Capital, Inc. in its capacity as collateral agent and administrative agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, "Agent").

RECITALS

A. Grantor has entered into an Amended and Restated Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Agent, in its capacity as collateral agent and administrative agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");
- (b) 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;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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");
- (e) 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");
- (f) 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");

(g) 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;

(h) 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;

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.
5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement, and all of such rights shall inure to the benefit of Agent's successors and assigns.
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CLARABRIDGE, INC., a Delaware corporation



By: Bas Brukx
Title: Chief Financial Officer

GRANTOR:

MARKET METRIX, A CLARABRIDGE
COMPANY, LLC, a Delaware limited liability
company

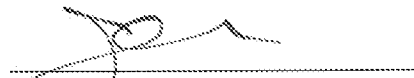
By: CLARABRIDGE, INC., its manager



By: Bas Brukx
Title: Chief Financial Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation, as agent

A handwritten signature in black ink, appearing to read 'Jennifer Choe', is written over a horizontal dotted line.

By: Jennifer Choe

Title: Assistant General Counsel

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Current Owner	Status
20130268534 13783063	10-OCT-2013 01-MAR-2013	APPARATUS FOR AUTOMATIC THEME DETECTION FROM UNSTRUCTURED DATA	CLARABRIDGE, INC.	PUBLISHED
9477749 13782914	25-OCT-2016 01-MAR-2013	APPARATUS FOR IDENTIFYING ROOT CAUSE USING UNSTRUCTURED DATA	CLARABRIDGE, INC.	GRANTED
7849049 11172956	07-DEC-2010 05-JUL-2005	SCHEMA AND ETL TOOLS FOR STRUCTURED AND UNSTRUCTURED DATA	CLARABRIDGE, INC.	GRANTED
7849048 11172955	07-DEC-2010 05-JUL-2005	SYSTEM AND METHOD OF MAKING UNSTRUCTURED DATA AVAILABLE TO STRUCTURED ATA ANALYSIS TOOLS	CLARABRIDGE, INC.	GRANTED

EXHIBIT C

Trademarks


Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
CX STUDIO	86964181 05-APR-2016	5183714 11-APR-2017	CLARABRIDGE, INC.	Registered
CLARABRIDGE  CLARABRIDGE	86428648 20-OCT-2014	4969607 31-MAY-2016	CLARABRIDGE, INC.	Registered
CLARABRIDGE	77534847 30-JUL-2008	3586530 10-MAR-2009	CLARABRIDGE, INC.	Registered
CLARA	87518024 06-JUL-2017		CLARABRIDGE, INC.	Opposed

EXHIBIT D

Mask Works

None.