

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5331345

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SOCIOMETRIC SOLUTIONS, INC.	12/21/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WESTERN ALLIANCE BANK
<b>Street Address:</b>	55 ALMADEN BOULEVARD, SUITE 100
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10049336
<b>Patent Number:</b>	9443521
<b>Application Number:</b>	62715104
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)638-5130
<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>	
<b>Phone:</b>	619-699-2700
<b>Email:</b>	susan.reynolds@dlapiper.com
<b>Correspondent Name:</b>	DLA PIPER LLP (US)
<b>Address Line 1:</b>	401 B STREET, SUITE 1700
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92101
<b>NAME OF SUBMITTER:</b>	MATT SCHWARTZ
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	01/17/2019
<b>Total Attachments: 7</b> source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif	

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and SOCIOMETRIC SOLUTIONS, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (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 term "Intellectual Property Collateral" shall not include: (a) intent-to-use trademarks; and/or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

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.

[Remainder of Page Left Intentionally Blank]

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

**GRANTOR:**

SOCIOMETRIC SOLUTIONS, INC., a Delaware corporation

By:   
Name: Benjamin Waber  
Title: President and CEO

Address for Notices:  
Attn: Benjamin Waber  
100 Cambridge Street, Suite 1310  
Boston, MA 02114  
Tel (617) 595-1858

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:  
Attn: \_\_\_\_\_  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

**[Signature Page to Intellectual Property Security Agreement]**

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

**GRANTOR:**

SOCIOMETRIC SOLUTIONS, INC., a Delaware  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Benjamin Waber  
100 Cambridge Street, Suite 1310  
Boston, MA 02114  
Tel: (617) 595-1858

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

By: OKL \_\_\_\_\_

Name: Jeff Brown \_\_\_\_\_

Title: VP \_\_\_\_\_

Address for Notices:

Attn: Note Department  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

**[Signature Page to Intellectual Property Security Agreement]**

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>Preregistered?</u>

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Mark:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
PEOPLE ANALYTICS	87822644	N/A	3/6/2018
HU 1 HUMAN ELEMENT	87822647	N/A	3/6/2018
HUMANYZE ELEMENTS	87462345	5364430	5/24/2017
HUMANYZE	87041526	5114185	5/18/2016
HUMANYZE	86574368	4841340	3/24/2015
SOCIOMETRIC	85657763	4270111	6/21/2012
SOCIOMETRIC	85564176	4259483	3/8/2012



## EXHIBIT C

### PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent No:</u>	<u>Appl. Serial No.:</u>	<u>Filing Date</u>	<u>Issue Date:</u>
Social sensing and behavioral analysis system	10049336	14276871	5/13/2014	8/14/2018
Methods for automatically analyzing conversational turn-taking patterns	9443521	14172872	2/4/2014	9/13/2016
System and method for transforming communication metadata and sensor data into an objective measure of the communication distribution of an organization	N/A	62715104	8/6/2018	N/A