505404275 04/01/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5451069

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
VERATO, INC.	03/29/2019
ARAXID, INC.	03/29/2019

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: 5

Property Type	Number
Patent Number:	9621357
Patent Number:	9705870
Patent Number:	9699160
Patent Number:	10049230
Application Number:	15581956

CORRESPONDENCE DATA

Fax Number: (858)638-5130

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: 619-699-2700

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 401 B STREET, SUITE 1700

Address Line 4: SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER: MATT SCHWARTZ

SIGNATURE: /s/ Matt Schwartz

DATE SIGNED: 04/01/2019

Total Attachments: 6 source=IPSA#page1.tif

PATENT REEL: 048755 FRAME: 0388

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 29, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and VERATO, INC. and ARAXID, INC. (collectively, the "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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. **GRANTOR:** LENDER: VERATO, INC. WESTERN ALLIANCE BANK, an Arizona corporation Ву: _____ Name:_____ Title: Title: ARAXID, INC. Name: CEO Title: Address for Notices: Address for Notices: 8251 Greensboro Drive, Suite 500 Attn:

McLean, Virginia 22101 Attn: Isaac He

FAX: (571) 302-8948

EMAIL: Isaac.He@verato.com

[Signature Page to Intellectual Property Security Agreement]

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8520

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. **GRANTOR:** LENDER: VERATO, INC. WESTERN ALLIANCE BANK, an Arizona corporation Ву: Name:_____ Name: Tony Wardor Title: ARAXID, INC. By:_____ Name: Title: Address for Notices: Address for Notices: 8251 Greensboro Drive, Suite 500 Attn: McLean, Virginia 22101 55 Almaden Blvd. Ste. 100 Attn: Isaac He San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8520

[Signature Page to Intellectual Property Security Agreement]

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FAX: (571) 302-8948

EMAIL: Isaac.He@verato.com

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ⊠

Type of Work:	<u>Title:</u>	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Preregistered?
		,			

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Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist \Box

Trademarks				
Trademark	Registration Number or Serial Number	Date Registered or Date Filed	Owner	
"ARAXID"	4706706	March 24, 2015	Araxid Prime, Inc.	
"ARAXID CONSENT"	4706707	March 24, 2015	Araxid Prime, Inc.	
"ARAXID IAM"	4853564	November 17, 2015	Araxid Prime, Inc.	
"ARAXID IXS"	4706709	March 24, 2015	Araxid Prime, Inc.	
"ARAXID MATCH"	4706708	March 24, 2015	Araxid Prime, Inc.	
"ARAXID CONSENT and Design" (Illustration Drawing)	4737571	May 19, 2015	Araxid Prime, Inc.	
"ARAXID MATCH and Design" (Illustration Drawing)	4710672	March 31, 2015	Araxid Prime, Inc.	
"ARAXID IAM and Design" (Illustration Drawing)	4734057	May 12, 2015	Araxid Prime, Inc.	
"ARAXID IXS and Design" (Illustration Drawing)	4734058	May 12, 2015	Araxid Prime, Inc.	
"ARAXID BOWTIE Design" (Illustration Drawing)	4714836	April 7, 2015	Araxid Prime, Inc.	
"UMPI"	88135243	September 27, 2018	Verato, Inc.	
"VERATO"	5030162	August 30, 2016	Verato, Inc.	
"VERATO AUTO-STEWARD"	88164372	October 22, 2018	Verato, Inc.	
"VERATO DIAGNOSE"	88163447	October 22, 2018	Verato, Inc.	
"VERATO UMPI"	88135246	September 27, 2018	Verato, Inc.	
"VERATO UNIVERSAL MPI"	88135241	September 27, 2018	Verato, Inc.	
"VERATO VALIDATE"	88163444	October 22, 2018	Verato, Inc.	

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EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

Patents / Patent Applications					
Office / Jurisdiction	Patent No. or App. Ser. No.	Title	Issue Date or Filing Date	Owner	
US Patent & Trademark Office	9,621,357	System and Method for Providing Consent Management	April 11, 2017	Verato, Inc.	
US Patent & Trademark Office	9,705,870	System and Methods for Exchanging Identity Information Among Independent Enterprises	July 11, 2107	Verato, Inc.	
US Patent & Trademark Office	9,699,160	System and Methods for Exchanging Identity Information Among Independent Enterprises Which May Include Person Enabled Correlation	July 4, 2017	Verato, Inc.	
US Patent & Trademark Office	10,049,230	System and Methods for Exchanging Identity Information Among Independent Enterprises Which May Include Person Enabled Correlation	August 14, 2018	Verato, Inc.	
US Patent & Trademark Office	15/581,956	System And Method For Secure Matching And Linking Of Data Elements Across Independent Data Systems	April 28, 2017	Verato, Inc.	

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RECORDED: 04/01/2019