505458302 05/02/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5505105

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
NOMIS SOLUTIONS, INC.	05/01/2019

#### **RECEIVING PARTY DATA**

Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	8428915	

#### **CORRESPONDENCE DATA**

Fax Number: (310)284-3894

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: 4242393744

Email: susan.yates@btlaw.com

Correspondent Name: SUSAN YATES

Address Line 1: 2029 CENTURY PARK E STE 300 Address Line 4: LOS ANGELES, CALIFORNIA 90067

NAME OF SUBMITTER:	SUSAN YATES
SIGNATURE:	/Susan Yates/
DATE SIGNED:	05/02/2019

## **Total Attachments: 6**

source=Bridge Bank - Nomis - IP Security Agreement (5.2019)#page1.tif source=Bridge Bank - Nomis - IP Security Agreement (5.2019)#page2.tif source=Bridge Bank - Nomis - IP Security Agreement (5.2019)#page3.tif source=Bridge Bank - Nomis - IP Security Agreement (5.2019)#page4.tif source=Bridge Bank - Nomis - IP Security Agreement (5.2019)#page5.tif source=Bridge Bank - Nomis - IP Security Agreement (5.2019)#page6.tif

> **PATENT** REEL: 049067 FRAME: 0035

505458302

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of May 1, 2019 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and NOMIS SOLUTIONS, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 1, 2019 (as amended from time to time, the "Loan Agreement"), between Bank 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 Bank 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 Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

1

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

# **GRANTOR:** LENDER: WESTERN ALLIANCE BANK, NOMIS SOLUTIONS, INC., a Delaware corporation an Arizona corporation By:\_\_\_\_\_ Address for Notices: Address for Notices: Attn: Mike Lederman Attn: Chris Mondfrans, CFO 55 Almaden Blvd. Ste. 100 8000 Marina Boulevard, Suite 700 San Jose, CA 95113 Brisbane, CA 94005

Tel: (408) 423-8500

Fax:(408) 423-8520

cc:

Fax: N/A

Doug Luftman, General Counsel

Tel: (650) 273-4073

Email: doug.luftman@nomissolutions.com

Email: Christopher.mondfrans@nomissolutions.com

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

GRANTOR:	LENDER:
NOMIS SOLUTIONS, INC., a Delaware corporation	WESTERN ALLIANCE BANK, an Arizona corporation
By:	
Name:	Ndryleff Brown
Title:	Title: V for
Address for Notices: Attn: Chris Mondfrans, CFO	Address for Notices: Attn: Mike Lederman

8000 Marina Boulevard, Suite 700

Brisbane, CA 94005 Tel: (650) 273-4073

Email: Christopher.mondfrans@nomissolutions.com

Fax: N/A

55 Almaden Blvd, Ste. 100

San Jose, CA 95113 Tel: (408) 423-8500 Fax:(408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**PATENT REEL: 049067 FRAME: 0038** 

## 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?

DMS 14282522.3

PATENT REEL: 049067 FRAME: 0039

## Ехнівіт В

## **TRADEMARKS**

Please Check if No Trademarks Exist □

MARK / TITLE:	<u>U.S.</u> REGISTRATION NUMBER:	REGISTRATION DATE:
Nomis Solutions	4,959,214	5/17/2016
Nomis	4,927,626	3/29/2016

## Ехнівіт С

## **PATENTS**

## Please Check if No Patents Exist □

<u>Title:</u>	Patent Number:	Application Serial Number:	Issued Or Published?	Issue Date:
Multiple sources of data in a Bayesian system	8,428,915		ISSUED	4/23/2013

DMS 14282522.3

**RECORDED: 05/02/2019** 

PATENT REEL: 049067 FRAME: 0041