PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5761399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NINTHDECIMAL, INC.	03/13/2019

RECEIVING PARTY DATA

Name:	MULTIPLIER CAPITAL II, LP
Street Address:	1920 L STREET NW, SUITE 550
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20036

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	10306583

CORRESPONDENCE DATA

Fax Number:

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:	7033826485
Email:	DHall@vlplawgroup.com
Correspondent Name:	DAVIS HALL
Address Line 1:	12703 HITCHCOCK COURT
Address Line 4:	RESTON, VIRGINIA 20191

ATTORNEY DOCKET NUMBER:	MULTIPLIER-NINTHDECIMAL
NAME OF SUBMITTER:	DAVIS HALL
SIGNATURE:	/DavisHall/
DATE SIGNED:	10/09/2019

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as March 13, 2019, by and between Multiplier Capital II, LP ("Lender") and NinthDecimal, Inc. ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender 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 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, including without limitation those set forth on <u>Exhibit A</u> 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 and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> 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 <u>Exhibit C</u> attached hereto (collectively, the "Trademarks");

(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, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i)   All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; 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.   <u>Recordation</u>.   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 Lender.

Grantor hereby authorizes Lender 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.   <u>Loan Documents</u>.   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 Lender 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.   <u>Execution in Counterparts</u>.   This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.   Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.   <u>Successors and Assigns</u>.   This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
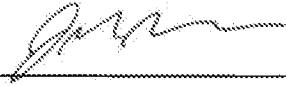
6.   <u>Governing Law</u>. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

NINTHDECIMAL, INC.

By: _____James Navin_____

Title: _Chief Financial Officer_

LENDER:

MULTIPLIER CAPITAL II, LP

By: _____

Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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

GRANTOR:

NINTHDECIMAL, INC.

_____

By: _____

Title: _____

LENDER:

MULTIPLIER CAPITAL II, LP

By: _Kevin P. Sheehan_

Title: _Managing Member_

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
NONE		

PATENT
REEL: 050664 FRAME: 0766

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
Systems and Methods of Tracking Locations Visited by Mobile Devices to Quantify a Change Computed based on Matching Populations used in Change Measurement	20190033078 15990521	01/31/2019 05/25/2018
Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns based on Integration of Data from Different Sources	20180359608 15973394	12/13/2018 05/07/2018
Systems and methods to evaluate accuracy of locations of mobile devices	10117216 15716097	10/30/2018 09/26/2017
SYSTEMS AND METHODS TO MEASURE THE POPULATION OF MOBILE DEVICES IN A PREDEFINED GEOGRAPHICAL REGION	20180070329 15263115	03/08/2018 09/12/2016
Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns	10142788 20170374521 15697342	11/27/2018 12/28/2017 09/06/2017
Systems and Methods of Tracking Locations Visited by Mobile Devices to Quantify a Change from a Time Series of Responses	9986527 20170353941 15435287	05/29/2018 12/07/2017 02/16/2017
Systems and Methods of Tracking Locations Visited by Mobile Devices to Quantify a Change Computed based on Matching Populations used in Change Measurement	20170353827 15615669	12/07/2017 06/06/2017
Systems and Methods to Track Locations Visited by Mobile Devices and Update Keyword Values based on Neighbor Relations and Distances among Locations	9961488 20170353826 15435247	05/01/2018 12/07/2017 02/16/2017
Systems and Methods to Track Locations Visited by Mobile Devices and Determine Neighbors of and Distances among Locations	20170353825 15435185	12/07/2017 02/16/2017
Systems and Methods of Tracking Locations Visited by Mobile Devices Residing within a Predetermined Activity Area to Quantify a Change	10036638 20170350705 15474915	07/31/2018 12/07/2017 03/30/2017

Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns based on Integration of Data from Different Sources	9967714	05/08/2018
	20170347242	11/30/2017
	15602427	05/23/2017
SYSTEMS AND METHODS TO IDENTIFY A PREDEFINED GEOGRAPHICAL REGION IN WHICH A MOBILE DEVICE IS LOCATED	10149094	12/04/2018
	20170347231	11/30/2017
	15676871	08/14/2017
Systems and Methods to Identify Home Addresses of Mobile Devices	10034141	07/24/2018
	20170318434	11/02/2017
	15655751	07/20/2017
LOCATION GRAPH BASED DERIVATION OF ATTRIBUTES	20170124102	05/04/2017
	15405229	01/12/2017
SYSTEMS AND METHODS TO IDENTIFY HOME ADDRESSES OF MOBILE DEVICES	9730028	08/08/2017
	20170048677	02/16/2017
	15337939	10/28/2016
Systems and methods to measure the population of mobile devices in a predefined geographical region	9788158	10/10/2017
	15260075	09/08/2016
SYSTEMS AND METHODS TO TRACK REGION	9769619	09/19/2017
	20160295371	10/06/2016
	15174608	06/06/2016
Systems and methods to track regions visited by mobile devices and detect changes in location patterns based on integration of data from different sources	9668104	05/30/2017
	15165983	05/26/2016
SYSTEMS AND METHODS TO IDENTIFY HOME ADDRESSES OFMOBILE DEVICES	9503863	11/22/2016
	20160205510	07/14/2016
	15014943	02/03/2016
SYSTEMS AND METHODS TO IDENTIFY A PREDEFINED GEOGRAPHICAL REGION IN WHICH A MOBILE DEVICE IS LOCATED	9756465	09/05/2017
	20160205503	07/14/2016
	15016067	02/04/2016
Systems and methods to track regions visited by mobile devices and detect changes in location patterns	9374671	06/21/2016
	14679909	04/06/2015

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Systems and methods to identify home addresses of mobile devices	9291700	03/22/2016
	14594010	01/09/2015
Systems and methods to identify a predefined geographical region in which a mobile device is located	9307360	04/05/2016
	14593947	01/09/2015
COMBINING ATTRIBUTES FROM MULTIPLE SOURCES	20160027055	01/28/2016
	14339329	07/23/2014
LOCATION GRAPH BASED DERIVATION OF ATTRIBUTES	9547666	01/17/2017
	20150052132	02/19/2015
	14529682	10/31/2014
Systems and Methods to Evaluate Accuracy of Locations of Mobile Devices	10306583	05/28/2019
	20190098599	03/28/2019
	16171097	10/25/2018

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
LCI	5269083	08/22/2017
	87105791	07/15/2016
LOCATION CONVERSION INDEX	5234141	06/27/2017
	87105809	07/15/2016
9D	5413112	02/27/2018
	86304092	06/09/2014
NINTHDECIMAL	5407776	02/20/2018
	86288330	05/21/2014
JIWIRE	4475221	01/28/2014
	85969843	06/25/2013
LOCATION GRAPH	4452672	12/17/2013
	85628683	05/17/2012
JIWIRE COMPASS NE SW NE SE SW NW	4444153	12/03/2013
	85211400	01/05/2011
LOCATION GRAPH	88598748	08/29/2019

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