

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5821504

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TERBIUM LABS, INC.	11/01/2019
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8997256
Patent Number:	9171173
Patent Number:	9552494
Patent Number:	10261784
Patent Number:	9459861
Patent Number:	9218466
CORRESPONDENCE DATA	
Fax Number:	(213)443-2926
<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>	
Phone:	213-617-5493
Email:	jcravitz@sheppardmullin.com
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Address Line 1:	333 S. HOPE ST., 43RD FLOOR
Address Line 2:	ATTN: J. CRAVITZ
Address Line 4:	LOS ANGELES, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	05T5-306307
NAME OF SUBMITTER:	JULIE CRAVITZ
SIGNATURE:	/julie cravitz/
DATE SIGNED:	11/14/2019

Total Attachments: 6

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**GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
(PATENTS)**

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (PATENTS) (this “*IP Grant*”) is dated as of November 1, 2019, and is entered into by **TERBIUM LABS, INC.**, a Delaware corporation (“*Assignor*”), in favor of **SILICON VALLEY BANK** (“*Assignee*”).

WHEREAS, Assignor, as Borrower and as a Guarantor, its Subsidiaries from time to time party thereto as Guarantors, and Assignee have entered into that Loan Agreement dated June 20, 2018, as amended by that certain Loan Modification and Restructure Agreement dated as of the date hereof (the “*Modification*”) (as the same may be further amended, restated or otherwise modified from time to time, the “*Loan Agreement*”), pursuant to which Lender (a) made certain Term Loan Advances to Borrower in the principal amount of \$1,500,000, and (b) has agreed to defer certain principal payments. Capitalized terms used but not defined in this IP Grant shall have the meaning given to them in the Loan Agreement.

WHEREAS, in order to secure Assignor’s Obligations to Assignee under and as evidenced by the Loan Agreement and the other Loan Documents, Assignor has granted to Assignee, a security interest pursuant to the Loan Agreement in all Assignor’s right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the “*Collateral*” (as defined in the Loan Agreement).

WHEREAS, Assignor is willing to make, extend and maintain the credit to Borrower under the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Assignor will grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to Assignee, in and to, all of Assignor’s respective right, title and interest in and to all Patents (as defined and described below) and the goodwill of the business connected with the use of, and symbolized by, each Trademark to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Obligations, Assignor agrees as follows:

1. As security for the full, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) of all the Obligations, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, and hereby grants to Assignee, a security interest in and to all of Assignor’s right, title and interest in, to and under each of the following:

a. all patents issued by the United States Patent and Trademark Office, or any other country or political subdivision of any of the foregoing, or any other registry, including the PCT System of the World International Property Organization, all recordings thereof, and all applications therefor (collectively, "**Patents**"), including, without limitation, each registered patent and each application for the registration of a patent listed on **Schedules A** and **B** hereto;

b. all reissues, continuations, continuations-in-part, and extensions thereof;

c. all income, royalties, damages and payments now and hereafter due or payable to Assignor under and with respect thereto, including payments under all Licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof;

d. the right to sue for past, present and future infringements thereof; and

e. all of Assignor's rights corresponding thereto throughout the world.

2. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference.

3. Following the payment in full of the Obligations and the termination of the Loan Agreement in accordance with its terms or as otherwise provided in Section 4(b) of the Modification, the Patents and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to Assignor, and Assignee shall execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

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IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest in Intellectual Property (Patents) to be duly executed as of the date first written above.

ASSIGNOR:

TERBIUM LABS, INC.,
a California corporation

By: 

Name: Patrick Clawson

Title: Chairman/CEO

ASSIGNEE:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest in Intellectual Property (Patents) to be duly executed as of the date first written above.

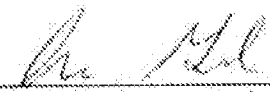
ASSIGNOR:

TERBIUM LABS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

SILICON VALLEY BANK

By:  _____
Name: Aaron Geanum
Title: Managing Director

SCHEDULE A
U.S. PATENTS

RECORD OWNER: TERBIUM LABS, INC.

Recorded Owner	Title	Application No.	Filing Date	Pub No./ Registration No.	Pub. Date/ Issue Date	Status
Terbium Labs, Inc.	Systems and Methods for Detecting Copied Computer Code Using Fingerprints	14314407	06/25/2014	8997256	03/31/2015	Active
Terbium Labs, Inc.	Protected Indexing and Querying of Large Sets of Textual Data	14642886	03/10/2015	9171173	10/27/2015	Active
Terbium Labs, Inc.	Protected Indexing and Querying of Large Sets of Textual Data	15233117	08/10/2016	9552494	01/24/2017	Active
Terbium Labs, Inc.	Detecting Copied Computer Code Using Cryptographically Hashed Overlapping Shingles	16013161	06/20/2018	10261784	04/16/2019	Active
Terbium Labs, Inc.	Systems and Methods for Detecting Copied Computer Code Using Fingerprints	15079719	03/24/2016	9459861	10/04/2016	Active
Terbium Labs, Inc.	Systems and methods for detecting copied computer code using fingerprints	14621554	02/13/2015	9218466	N/A	Active

SCHEDULE B

PENDING U.S. PATENTS

RECORD OWNER: TERBIUM LABS, INC.

None.