

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5917139

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BLOOMREACH, INC.	01/15/2020
RECEIVING PARTY DATA	
Name:	ORIX GROWTH CAPITAL, LLC
Street Address:	1717 MAIN STREET, SUITE 1100
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 25	
Property Type	Number
Patent Number:	10198524
Patent Number:	10320633
Patent Number:	10394796
Patent Number:	10394894
Patent Number:	8676798
Patent Number:	8849812
Patent Number:	8949254
Patent Number:	9384244
Patent Number:	9454581
Patent Number:	9584578
Patent Number:	9830392
Application Number:	14567684
Application Number:	15798086
Patent Number:	10095784
Patent Number:	10353966
Patent Number:	10445812
Patent Number:	10497042
Application Number:	14825716
Application Number:	15340343
Patent Number:	10198520

Property Type	Number
Patent Number:	10013504
Patent Number:	9785713
Patent Number:	9361385
Patent Number:	9317611
Patent Number:	8938452

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.

Email: lvincent@mcguirewoods.com

Correspondent Name: LIAM VINCENT

Address Line 1: 1750 TYSONS BLVD

Address Line 2: #1800

Address Line 4: TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2067493-0046
NAME OF SUBMITTER:	LIAM VINCENT
SIGNATURE:	/Liam Vincent/
DATE SIGNED:	01/17/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 15, 2020 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and BloomReach, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor 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, restated, 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 all of Grantor's Intellectual Property 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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. To further evidence the security interest granted 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 (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in such Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of

a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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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:

Address of Grantor:

BLOOMREACH, INC.

82 Pioneer Way
Mountain View, CA 94041

By: 
Name: Dave Pomeroy
Title: CFO

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(BLOOMREACH, INC.)
Signature Page

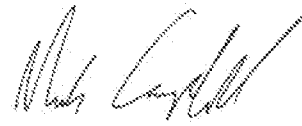
123683214

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC



By: _____

Name: Mark Campbell

Title: Authorized Signatory

SCHEDULE A

Copyrights

Description
None

Registration Number

Registration Date

SCHEDULE B

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
B BLOOMREACH	4629025	01/09/12
BLOOMREACH	4629017	12/14/11

SCHEDULE C

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Dynamic Categories	10198524	06/17/14
Insights for Web Service Providers	10320633	06/08/15
Control Selection and Analysis of Search Engine Optimization Activities for Web Sites	10394796	06/29/15
Search with Autosuggest and Refinements	10394894	05/31/18
Query Generation for Searchable Content	8676798	09/30/09
Generating Content for Topics Based on User Demand	8849812	08/31/11
Enhancing the Content and Structure of a Corpus of Content	8949254	10/29/10
Search with Autosuggest and Refinements	9384244	11/23/13
Search with more like this Refinements	9454581	11/27/13
Cross Platform User Joining	9584578	04/29/14
Query-Dependent and Content-Class Based Ranking	9830392	12/17/14
Distributed and Fast Data Storage Layer for Large Scale Web Data Services	14567684	12/11/14
Query-Dependent and Content-Class Based Ranking	15798086	10/30/17
Synonym Generation	10095784	06/15/15
Dynamic Attributes for Searching	10353966	11/19/15
Attribute Extraction	10445812	09/09/16
Search Ranking	10497042	08/29/16
Identifying Search Friendly Web Pages	14825716	08/13/15
Structured Search Queries	15340343	11/01/16
Search with more like this refinements	10198520	08/24/16
Search with autosuggest and refinements	10013504	05/27/16
Query generation for searchable content	9785713	03/10/16
Generating content for topics based on user demand	9361385	08/28/14
Query generation for searchable content	9317611	12/10/14
Query generation for searchable content	8938452	01/29/14