

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6355773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
OPTIMIZEZLY, INC.	10/19/2020

RECEIVING PARTY DATA

Name:	HERCULES CAPITAL, INC., AS COLLATERAL AGENT
Street Address:	400 HAMILTON AVENUE, SUITE 310
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	8839093
Patent Number:	9400774
Patent Number:	10747942
Application Number:	14460142
Patent Number:	9760471
Application Number:	14823643
Patent Number:	9842092
Patent Number:	10255173
Patent Number:	10585778
Application Number:	16290637
Application Number:	16261402
Application Number:	16286463
Application Number:	16392344
Application Number:	16410964
Application Number:	16443597
Application Number:	16443666
Application Number:	16568554
Application Number:	16590050
Application Number:	16660537
Application Number:	16752440

PATENT

Property Type	Number
Application Number:	16775067
Application Number:	16777120

CORRESPONDENCE DATA

Fax Number: (212)715-8100

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: 2127159100

Email: klpatent@kramerlevin.com

Correspondent Name: KRAMER LEVIN NAFTALIS & FRANKEL LLP

Address Line 1: 1177 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	071016-00036
NAME OF SUBMITTER:	DIANE TORNIALI
SIGNATURE:	/Diane Torniali/
DATE SIGNED:	10/19/2020

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of October 19, 2020 (this "Patent Security Agreement"), is made by the Pledgor that is a signatory hereto (the "Pledgor"), in favor of HERCULES CAPITAL, INC., in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of October 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, prior to the consummation of the Closing Date Acquisition, OPTIMIZELY MERGERCO, INC. ("Initial Borrower"), and upon and following the consummation of the Closing Date Acquisition, OPTIMIZELY, INC. ("Ultimate Borrower"), and together with the Initial Borrower, "Borrower"), OPTIMIZELY HOLDCO, INC., a Delaware corporation, and each of the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, and HERCULES CAPITAL, INC., as administrative agent and as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of October 19, 2020 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a) all United States Patents and Patent applications of the Pledgor listed on Schedule 1 attached hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted by the Security Agreement and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable

written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.


SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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IN WITNESS WHEREOF, the Pledgor hereto and the Collateral Agent have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPTIMIZEELY, INC.,
a Delaware corporation,

By: 
Name: Myles Johnson
Title: Vice President

Accepted and Agreed:

HERCULES CAPITAL, INC.,
as Collateral Agent

By:
Name:
Title:

[Signature Page to Patent Security Agreement]

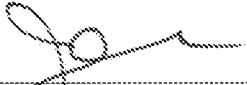
IN WITNESS WHEREOF, the Pledgor hereto and the Collateral Agent have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPTIMIZEZELY, INC.,
a Delaware corporation,

By: _____
Name: Myles Johnson
Title: Vice President

Accepted and Agreed:

HERCULES CAPITAL, INC.,
as Collateral Agent

By:  _____
Name: Jennifer Choe
Title: Associate General Counsel

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

TITLE	APP #	DATE FILED	STATUS	ALLOWED DATE	PATENT NUMBER	GRANT DATE
Systems and Methods for Website Optimization	13345211	Jan 6, 2012	Issued	May 23, 2014	8839093	Sep 16, 2014
Multi-Page Website Optimization (CIP)	13841534	Mar 15, 2013	Issued	Jun 3, 2016	9400774	Jul 26, 2016
Systems and Methods for Website Optimization (CON)	14460116	Aug 14, 2014	Issued	July 29, 2020	10747942	August 18, 2020
Systems and Methods for Website Optimization (CON)	14460142	Aug 14, 2014	Pending			
Implementing a Reset Policy During a Sequential Variation Test of Content	14863310	Sep 23, 2015	Issued	May 10, 2017	9760471	Sep 12, 2017
Determining Variations of Content to Provide to Users in Variation Testing of Content	14823643	Aug 11, 2015	Pending			
Multi-Page Website Optimization (DIV)	14750725	Jun 25, 2015	Issued	Aug 30, 2017	9842092	Dec 12, 2017
Experimentation in Internet-Connected Applications and Devices	15391697	Dec 27, 2016	Issued	Nov 29, 2018	10255173	Apr 9, 2019
Implementing a Reset Policy During a Sequential Variation Test of Content (CON)	15682163	Aug 21, 2017	Issued	October 31, 2019	10585778	Mar 10, 2020
Server-Side Configuration Variables in Feature Testing	16290637	Mar 1, 2019 (<i>earlier provision al filed Oct. 17, 2018</i>)	Pending			
Determining Variations of Single- Page Applications	16261402	Jan 29, 2019 (<i>earlier provision al filed Mar. 9, 2018</i>)	Pending			
Experimentation in Internet-Connected Applications and Devices (CON)	16286463	Feb. 26, 2019	Pending			
Statistics Acceleration in Multivariate Testing	16392344	Apr 23, 2019	Pending			
Infinite-Loop Detector for Dynamic Websites and Applications	16410964	May 13, 2019	Pending			

TITLE	APP #	DATE FILED	STATUS	ALLOWED DATE	PATENT NUMBER	GRANT DATE
MINIMIZING IMPACT OF EXPERIMENTAL CONTENT DELIVERY ON COMPUTING DEVICES	16443597	Jun 17, 2019	Pending			
OPTIMIZED SIMULTANEOUS USE OF CONTENT EXPERIMENTATION AND CONTENT CACHING	16443666	Jun 17, 2019	Pending			
THIRD-PARTY EXPERIMENT SYSTEM INTEGRATION SERVICE	16568554	Sep 12, 2019	Pending			
Identifying Dynamic Audiences Based on User Interests	16590050	Oct 1, 2019	Pending			
SOFTWARE DEVELOPMENT KIT DRIVEN FEATURES AND EVENTS	16660537	Oct 22, 2019	Pending			
Implementing a Reset Policy During a Sequential Variation Test of Content	16752440	Jan 24, 2020	Pending			
RECOMMENDATION ENGINE BASED ON OPTIMIZED COMBINATION OF RECOMMENDATION ALGORITHMS	16775067	Jan 28, 2020	Pending			
DYNAMIC CONTENT RECOMMENDATION FOR RESPONSIVE WEBSITES	16777120	Jan 30, 2020	Pending			