

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7298673

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
LUCID SOFTWARE INC.		04/25/2022
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT	
Street Address:	3003 TASMAN DRIVE	
City:	SANTA CLARA	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 27		
Property Type	Number	
Patent Number:	8583614	
Patent Number:	9019275	
Patent Number:	9087113	
Patent Number:	9293117	
Patent Number:	9442895	
Patent Number:	9881404	
Patent Number:	10269150	
Patent Number:	10346013	
Patent Number:	10802698	
Patent Number:	10860602	
Patent Number:	10860603	
Patent Number:	10929004	
Patent Number:	11100173	
Patent Number:	11144516	
Patent Number:	11169671	
Patent Number:	11232139	
Patent Number:	11263105	
Application Number:	17076685	
Application Number:	17176975	
Application Number:	17239227	

PATENT

Property Type	Number
Application Number:	17478782
Application Number:	17491334
Application Number:	17494805
Application Number:	17495733
Application Number:	17516374
Application Number:	17647952
Application Number:	17650515

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: JENNIFER TINDIE

Address Line 1: 1025 CONNECTICUT AVE., NW, SUITE 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1655587
NAME OF SUBMITTER:	DIANE GIACOMOZZI
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	04/26/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 25, 2022 by and between the companies listed on the signature page hereto (each a “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to **LUCID SOFTWARE INC.**, a Delaware corporation (the “*Borrower*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of April 22, 2022, by and among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **SILICON VALLEY BANK**, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to the Borrower under the Credit Agreement, the Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties made such financial accommodations to the Borrower, upon the condition, among others, that the Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Collateral, including the Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively.

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 the Secured Obligations, the parties hereto agree as follows:

AGREEMENT

Each Grantor grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively, including all claims and the right to sue for any past, present and future infringement or other impairment thereof, all proceeds thereof, any goodwill associated therewith, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (but excluding, for the avoidance of doubt, any intent-to-use United States Trademark application for which

neither (a) an amendment to allege use to bring the application into conformity with 15 U.S.C. § 1051(a) has been filed with and accepted by the United States Patent and Trademark Office, nor (b) a verified statement of use under 15 U.S.C. § 1051(d) has been filed with and accepted by the United States Patent and Trademark Office) (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Upon the Discharge of Obligations, Administrative Agent shall execute, acknowledge and deliver to the Borrower an instrument or instruments in writing in recordable form releasing its security interest in the Intellectual Property Collateral.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

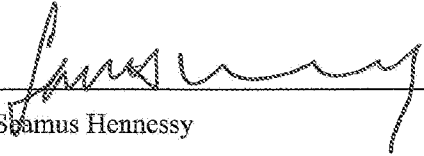
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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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.

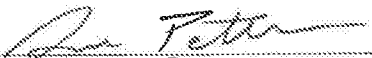
GRANTOR:

LUCID SOFTWARE INC.

By: 
Name: Spamus Hennessy
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Soren Peterson
Title: Director

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 059731 FRAME: 0688

EXHIBIT A

COPYRIGHTS

Registered U.S. Copyrights

None.

Pending U.S. Copyright Applications

None.

ny-2337352

EXHIBIT B**PATENTS****Issued U.S. Patents**

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
Lucid Software Inc.	United States of America	8,583,614	2013-11-12	Benjamin N. Diltz Alma T. Madsen	AUTOMATIC OFFLINE SYNCHRONIZATION OF BROWSER DOCUMENTS
Lucid Software Inc.	United States of America	9,019,275	2015-04-28	Benjamin N. Diltz	MANIPULATING GRAPHICAL OBJECTS
Lucid Software Inc.	United States of America	9,087,113	2015-07-21	Benjamin N. Diltz Alma T. Madsen	AUTOMATIC OFFLINE SYNCHRONIZATION OF BROWSER DOCUMENTS
Lucid Software Inc.	United States of America	9,293,117	2016-03-22	Benjamin N. Diltz	MANIPULATING GRAPHICAL OBJECTS
Lucid Software Inc.	United States of America	9,442,895	2016-09-13	Benjamin N. Diltz Alma T. Madsen	WEB-BASED PUBLISHING LAYOUT SPECIFICATION
Lucid Software Inc.	United States of America	9,881,404	2018-01-30	Benjamin N. Diltz	MANIPULATING GRAPHICAL OBJECTS
Lucid Software Inc.	United States of America	10,269,150	2019-04-23	Ryan J. Stringham	CURVE EDITING BASED ON INFERRED CONTROL POINTS
Lucid Software Inc.	United States of America	10,346,013	2019-07-09	Benjamin N. Diltz	MANIPULATING GRAPHICAL OBJECTS
Lucid Software Inc.	United States of America	10,802,698	2020-10-13	Paul D. Draper Anthony T. Morelli David L. Torgerson	DIAGRAMS FOR STRUCTURED DATA
Lucid Software Inc.	United States of America	10,860,602	2020-12-08	Benjamin N. Diltz Anthony T. Morelli James A. Hart Tyler J. Davis Sean P. McKenna Ryan J. Stringham Paul D. Draper Laura G. Luttmer	AUTOLAYOUT OF VISUALIZATIONS BASED ON CONTRACT MAPS

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				Benjamin N. Dilts Anthony T. Morelli James A. Hart Tyler J. Davis Sean P. McKenna Ryan J. Stringham Paul D. Draper Laura G. Luttmer	VISUALIZATION CUSTOMIZATION
Lucid Software Inc.	United States of America	10,860,603	2020-12-08		
Lucid Software Inc.	United States of America	10,929,004	2021-02-23	Paul D. Draper Anthony T. Morelli David L. Torgerson	DIAGRAMS FOR STRUCTURED DATA
Lucid Software Inc.	United States of America	11,100,173	2021-08-24	Benjamin N. Dilts Tyler J. Davis Sean P. McKenna	AUTOLAYOUT OF VISUALIZATIONS BASED ON GRAPH DATA
Lucid Software Inc.	United States of America	11,144,516	2021-10-12	Benjamin N. Dilts Tyler J. Davis Sean P. McKenna	REVERSIBLE DATA TRANSFORMATIONS
				Kevin M. Ellsworth Joseph Stack Austin Row Jonathan Bronson Ruturaj Eksambekar Tyler Davis Alexander R. Williams	ALTERATION OF A SOURCE DATA VISUALIZATION BASED ON USER INPUT
Lucid Software Inc.	United States of America	11,169,671	2021-11-09		
				Benjamin N. Dilts Anthony T. Morelli James A. Hart Tyler J. Davis Sean P. McKenna Ryan J. Stringham Paul D. Draper Laura G. Luttmer	CUSTOM INTERACTIONS WITH VISUALIZATIONS
Lucid Software Inc.	United States of America	11,232,139	2022-01-25		
				Kevin M. Ellsworth Austin Row Jonathan Bronson Ruturaj Eksambekar	VISUALIZATION TOOL FOR COMPONENTS WITHIN A CLOUD INFRASTRUCTURE
Lucid Software Inc.	United States of America	11,263,105	2022-03-01		

Pending U.S. Patent Applications

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<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
Lucid Software Inc.	United States of America	17/076,685	2020-10-21	Kevin M. Ellsworth Kevin J. Reece Jonathan Bronson Aditya More Alexander R. Williams	SUMMARY SHAPES
Lucid Software Inc.	United States of America	17/176,975	2021-02-16	Kevin M. Ellsworth Kevin J. Reece Jonathan Bronson Benjamin N. Dilts	DIAGRAMMING CHILD NODES WITH MULTIPLE PARENT NODES
Lucid Software Inc.	United States of America	17/239,227	2021-04-23	PinEn Chen Jarom Yan-Ming Chung Saurabh S. Phadnis Cole Rosenberg Austin Row	DYNAMIC GRAPHICAL CONTAINERS
Lucid Software Inc.	United States of America	17/478,782	2021-09-17	Cole Rosenberg Zachary P. Luker James A. Hart Richard J. Parker	GRAPHICAL DIAGRAM COMPARISON
Lucid Software Inc.	United States of America	17/491,334	2021-09-30	Kevin M. Ellsworth Kevin J. Reece Jonathan Bronson	USER-DEFINED GROUPS OF GRAPHICAL OBJECTS
Lucid Software Inc.	United States of America	17/494,805	2021-10-05	Ryan J. Stringham Jarom Yan-Ming Chung Taylor J. Halversen Karl S. Baranov Zachary P. Luker Lindsey W. Martin Geoffrey R. Maddox Sean P. McKenna PinEn Chen Vasu Nephi Chetty Karl Sun	ONLINE COLLABORATION PLATFORM

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Lucid Software Inc.	United States of America	17/495,733	2021-10-06	Benjamin N. Dills Tyler J. Davis Sean P. McKenna	REVERSIBLE DATA TRANSFORMS
Lucid Software Inc.	United States of America	17/516,374	2021-11-01	Kevin M. Ellsworth Joseph Stack Austin Row Jonathan Bronson Ruturaj Eksambekar Tyler Davis Alex Williams	ALTERATION OF A SOURCE DATA VISUALIZATION BASED ON USER INPUT
Lucid Software Inc.	United States of America	17/647,952	2022-01-13	Kevin M. Ellsworth Austin Row Jonathan Bronson Ruturaj Eksambekar	VISUALIZATION TOOL FOR COMPONENTS WITHIN A CLOUD INFRASTRUCTURE
Lucid Software Inc.	United States of America	17/650,515	2022-02-09	Ryan J. Stringham Jatton Yan-Ming Chung Taylor J. Halversen Karl S. Baranov Lindsey W. Martin Geoffrey R. Maddox Sean P. McKenna PinEn Chen Vasu Nephi Chetty Joseph Stack	ONLINE COLLABORATION PLATFORM

EXHIBIT C




TRADEMARKSRegistered U.S. Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Lucid Software Inc.	USA	6432438	07/27/2021	10/21/2020	Lucid Software Inc.	LUCIDSPARK
Lucid Software Inc.	USA	6157289	09/22/2020	02/24/2020	Lucid Software Inc.	LUCID
Lucid Software Inc.	USA	6157287	09/22/2020	02/24/2020	Lucid Software Inc.	
Lucid Software Inc.	USA	6157288	09/22/2020	02/24/2020	Lucid Software Inc.	LUCIDPRESS
Lucid Software Inc.	USA	5719859	04/09/2019	05/08/2018	Lucid Software Inc.	LUCIDCHART
Lucid Software Inc.	USA	5140130	02/14/2017	01/05/2016	Lucid Software Inc.	
Lucid Software Inc.	USA	4430910	11/12/2013	05/31/2012	Lucid Software Inc.	

Pending U.S. Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Lucid Software Inc.	USA	97165492	12/09/2021	Lucid Software Inc.	LUCID
Lucid Software Inc.	USA	97165488	12/09/2021	Lucid Software Inc.	

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<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Lucid Software Inc.	USA	97165475	12/09/2021	Lucid Software Inc.	
Lucid Software Inc.	USA	97165486	12/09/2021	Lucid Software Inc.	LUCIDSCALE
Lucid Software Inc.	USA	97165483	12/09/2021	Lucid Software Inc.	
Lucid Software Inc.	USA	97165479	12/09/2021	Lucid Software Inc.	

PATENT

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RECORDED: 04/26/2022