

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7848064

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	HERCULES CAPITAL, INC., AS AGENT	10/01/2021
RECEIVING PARTY DATA		
Name:	CLARABRIDGE, INC.	
Street Address:	11400 COMMERCE PARK DRIVE	
Internal Address:	SUITE 500	
City:	RESTON	
State/Country:	VIRGINIA	
Postal Code:	20191	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Patent Number:	7849048
	Patent Number:	7849049
	Patent Number:	9477749
	Patent Number:	10372741
CORRESPONDENCE DATA		
Fax Number:	(202)470-6464	
<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:	2024706450	
Email:	lisa@brakehughes.com	
Correspondent Name:	BRAKE HUGHES BELLERMANN LLP	
Address Line 1:	P.O. BOX 1077	
Address Line 4:	MIDDLETOWN, MARYLAND 21769	
ATTORNEY DOCKET NUMBER:	0235-005001	
NAME OF SUBMITTER:	MELANIE GROVER	
SIGNATURE:	/Melanie Grover; Reg. No. 63599/	
DATE SIGNED:	03/15/2023	
Total Attachments: 10		
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September 27, 2021

CLARABRIDGE, INC.

Attention: [REDACTED]
11400 Commerce Park Drive
Suite 500
Reston, VA 20191

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Amended and Restated Loan and Security Agreement (as amended from time to time, the "*Loan Agreement*"), entered into and effective as of December 11, 2018, by and among CLARABRIDGE, INC., a Delaware corporation ("*Parent*") and Market Metrix, a Clarabridge Company, LLC, a Delaware limited liability company ("*Market Metrix*") and each of their Qualified Subsidiaries (together with Parent and Market Matrix, individually and collectively, jointly and severally, the "*Borrower*"), the several banks and other financial institutions or entities from time to time parties thereto (collectively, the "*Lender*") and Hercules Capital, Inc., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lender (in such capacity, together with its successors and assigns in such capacity, the "*Agent*"). Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

We have been advised that the Borrower intends to pay off all of its indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "*Obligations*") payable under the Loan Agreement. This letter (the "*Payoff Letter*") will confirm that, upon receipt by the Lender of the Payoff Amount (together with any applicable Per Diem Amount; both as defined below) from or on behalf of the Borrower, all of the Obligations shall be paid in full.

Payoff Amount; Wiring Instructions. The "*Payoff Amount*" is [REDACTED] through and until 1:00 p.m. Eastern time on October 1, 2021 (the "*Payoff Date*"). If the Lender does not receive funds in an amount sufficient to repay the Payoff Amount in full by 1:00 p.m. Eastern time on the Payoff Date, additional interest and fees shall accrue and be payable in the amount of [REDACTED] per day (the "*Per Diem Amount*") until the Payoff Amount is paid in full. The Payoff Amount must be received, in immediately available funds, by 1:00 p.m. Eastern time on the Payoff Date in order for the Borrower to avoid the accrual of the Per Diem Amount. The Payoff Amount and Per Diem Amount quoted herein are effective through October 31, 2021.

The Payoff Amount (together with any applicable Per Diem Amount) should be paid by or on behalf of the Borrower by three (3) separate wire transfers in accordance with the following instructions:

1. [REDACTED] shall be wired as follows:

Bank Name: [REDACTED]

Address: [REDACTED]

ABA#: [REDACTED]

Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]
Contact: [REDACTED]

2. [REDACTED] shall be wired as follows:

Bank Name: [REDACTED]
Address: [REDACTED]
ABA#: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]

3. [REDACTED] shall be wired as follows:

Bank Name: [REDACTED]
Address: [REDACTED]
ABA#: [REDACTED]
Account Name: [REDACTED]
Beneficiary: [REDACTED]
Account #: [REDACTED]
Reference #: [REDACTED]
Contact: [REDACTED]

Termination of Obligations. Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount), the Lender's commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall be satisfied and discharged in full, and the Loan Agreement and all other documents entered into in connection with the Loan Agreement shall be terminated, all liens or security interests granted to secure the obligations under the Loan Agreement shall automatically terminate and all guaranties of the obligations under the Loan Agreement shall automatically terminate. Notwithstanding the foregoing, provisions set forth in Sections 6.3, 8.1, 11.14 and 11.17 of the Loan Agreement shall survive the termination of the Loan Agreement.

Lender's Agreements. Upon the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount):

(a) The undersigned hereby agrees that upon the payment in full of the Payoff Amount, this Payoff Letter shall be deemed to be an authorization for the Borrower or any agent or other designee of the Borrower (i) to file UCC-3 financing statement terminations with respect to each financing

statement filed against the Borrower and its Subsidiaries for the benefit of the Lender, and (ii) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person to evidence (and/or reflect on public record) the termination and release of all security interests, pledges, liens, assignments or other encumbrances which the Borrower or any guarantor or other obligor has granted to the Lender to secure the Obligations, and thereafter any contract, agreement, mortgage, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favor of the Agent and/or Lender in connection with the transactions contemplated by the Loan Agreement shall be automatically terminated, without further action of or consent by the Agent and/or Lender.

(b) The Agent and/or Lender will immediately return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, certificates representing the Collateral, any transfers therefore and any other instruments.

(c) The Agent and/or Lender shall execute and deliver the Termination(s) of Control Agreement attached hereto as Schedule A for each agreement by which the Agent and/or Lender obtained control of a deposit account and/or a securities account to terminate its control over such deposit and/or securities account.

(d) Lender shall execute and deliver the Confirmation of Receipt of Full Payment of the Payoff Amount attached hereto as Schedule B.

The Agent and/or Lender further agree that, at any time and from time to time following the Lender's receipt of the Payoff Amount, the Agent and/or Lender will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower and take such other actions as the Borrower or its counsel may reasonably request to evidence, effect or reflect on public record the release of the security interests, pledges, liens and other encumbrances granted to the Agent and/or Lender pursuant to the Loan Agreement or any other agreement executed and/or delivered in connection therewith.

Release. For and in consideration of the agreements of the Agent and Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Agent and Lender, each of their respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "***Released Parties***") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.

Counterparts; Facsimile Delivery. Agent and Lender hereby request that the Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Agent and Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.

Governing Law. The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).

[Signature Pages Follow]



Very truly yours,

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Jennifer Choe

Title: Associate General Counsel

LENDER:

HERCULES CAPITAL, INC.

By: 

Name: Jennifer Choe

Title: Associate General Counsel

HERCULES FUNDING II LLC

By: 

Name:

Title: Associate General Counsel

HERCULES FUNDING IV LLC

By: 

Name:

Title: Associate General Counsel



ACCEPTED AND AGREED:

BORROWER:

CLARABRIDGE, INC.

By: 
Name: 
Title: CEO

MARKET METRIX, A CLARABRIDGE COMPANY, LLC

By: Clarabridge, Inc., its manager

By: 
Name: 
Title: CEO

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM

Schedule A



Termination of Control Agreement

October 1, 2021

Wells Fargo Bank, National Association
Mail Address Code: D1129-072
301 South Tryon Street, 7th Floor
Charlotte, North Carolina 28282-1915
Attn: DACA Team

with a copy to:

Wells Fargo Bank, National Association
Mail Address Code: MAC R3076-03E
1753 Pinnacle Dr., 3rd Floor
McLean, VA 22102-3833
Attn: Shelly Hendickson

Re: Clarabridge, Inc. – Account # [REDACTED] (collectively, the
“Collateral Accounts”)

Ladies and Gentlemen:

By its signature below, the undersigned hereby directs you to terminate the Deposit Account Control Agreement dated April 17, 2017 among Clarabridge, Inc. (“Company”), you and us and thereby terminate our control of Company’s Collateral Accounts.

HERCULES CAPITAL, INC., as agent

By: [REDACTED]
Name: [REDACTED]
Title: Associate General Counsel

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM



Termination of Control Agreement

October 1, 2021

Silicon Valley Bank
Global Deposit Operations
80 East Rio Salado Parkway, Mail Sort AZ145
Tempe, AZ 85281

Re: Clarabridge, Inc. – Account # [REDACTED] (collectively, the
“Account”)

Ladies and Gentlemen:

By its signature below, the undersigned hereby directs you to terminate the Deposit Account Control Agreement dated June 24, 2020, as amended on September 1, 2020, among Clarabridge, Inc. (“Customer”), you and us and thereby terminate our control of Customer’s Account.

HERCULES CAPITAL, INC., as agent

By: [REDACTED]
Name: [REDACTED]
Title: Associate General Counsel

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM

Schedule B




**CONFIRMATION OF RECEIPT OF FULL PAYMENT
OF THE PAYOFF AMOUNT**

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amount on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of September 27, 2021 (the "*Payoff Letter*") to Clarabridge, Inc. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

LENDER:

HERCULES CAPITAL, INC.

By: 
Name: Jennifer Choe
Title: Associate General Counsel

HERCULES FUNDING II LLC

By: 
Name: 
Title: Associate General Counsel

HERCULES FUNDING IV LLC

By: 
Name: 
Title: Associate General Counsel

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