

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guardian Analytics, Inc.		04/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing VI, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
Name:	Venture Lending & Leasing VII, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3527032	FRAUDMAP	
Registration Number:	3521666	GUARDIAN ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	4157774961		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415 981 1400		
Email:	gkiviat@grmslaw.com		
Correspondent Name:	Jeffrey T. Klugman		
Address Line 1:	Four Embarcadero Center, Suite 4000		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	48046/0146 T		
NAME OF SUBMITTER:	Jeffrey T. Klugman		
SIGNATURE:	/Jeffrey T. Klugman/		

OP \$65.00 3527032

TRADEMARK

DATE SIGNED:	04/30/2014
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Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 7, 2014, by and between GUARDIAN ANALYTICS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "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 or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to the Forbearance Period, after the occurrence and

during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL6, on the one hand, and Grantor and VLL7, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL6 and VLL7. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL6 and VLL7, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL6 and VLL7, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL6 and/or VLL7 independently of one another. The security interests granted by Grantor to each of VLL6 and VLL7 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

GUARDIAN ANALYTICS, INC

By: [Signature]
Name: DESTIN J. LUCAS
Title: CEO

Address for Notices:

2465 Latham St. Suite 200
Mountain View, CA 94040
Attn: Chief Financial Officer
Fax #: 650-948-8243
Phone #: 650-810-1363

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

GUARDIAN ANALYTICS, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

Attn: _____
Fax #: _____
Phone #: _____

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

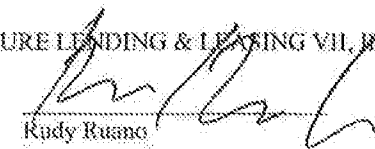
By: 
Name: Rudy Ruano
Title: Investment Partner

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: 
Name: Rudy Ruano
Title: Investment Partner

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

This is a summary of the patent applications presently pending or being prepared for Guardian Analytics, Inc.

OVERALL STATUS:

1. One (1) United States (US) Patent is issued: 8,280,833.
2. Four (4) US patent applications are pending.
3. One (1) Patent Cooperation Treaty (PCT) application is pending.
4. One (1) Canadian patent application is pending.
5. One (1) Chinese patent applications is pending.
6. One (1) European patent application is pending.
7. One (1) Indian patent application is pending.

ISSUED US PATENT

1. **Fraud Detection and Analysis.**

Status: filed June 12, 2009; issued as US Patent Number 8,280,833 on October 2, 2012.

Application Number: 12/483,932.

US Patent Application Publication number: 2010-0094767 A1.

Priority date: claims benefit of 61/061,092 filed June 12, 2008; claims benefit of 61/061,095 filed June 12, 2008; claims benefit of 61/061,096 filed June 12, 2008; claims benefit of 61/061,097 filed June 12, 2008.

Inventor: Tom Miltonberger.

Claims: method, system.

Summary: Systems and methods for generating a risk score. The systems and methods include automatically generating a causal model corresponding to a user, the generating comprising estimating a plurality of components of the causal model using event parameters of a previous event undertaken by the user in an account of the user. The systems and methods include predicting expected behavior of the user during a next event in the account using the causal model, wherein predicting the expected behavior of the user includes generating expected event parameters of the next event. The systems and methods include using a predictive fraud model, generating fraud event parameters, wherein generating the fraud event parameters assumes a fraudster is conducting the next event, wherein the fraudster is any person other than the user. The systems and methods include generating a risk score of the next event using the expected event parameters and the fraud event parameters, the risk score indicating the relative likelihood the future event is performed by the user versus the fraudster.

US UTILITY PATENT APPLICATIONS

1. **Modeling Users for Fraud Detection and Analysis.**

Status: filed June 12, 2009; election of claims filed October 29, 2012; response to first substantive office action filed June 19, 2013.

Application Number: 12/483,887

US Patent Application Publication number: 2010-0094767 A1.

Priority date: claims benefit of 61/061,092 filed June 12, 2008; claims benefit of 61/061,095 filed June 12, 2008; claims benefit of 61/061,096 filed June 12, 2008; claims benefit of 61/061,097 filed June 12, 2008.

Inventor: Tom Miltonberger.

Claims: method, system.

Summary: Systems and methods are provided for predicting expected behavior of a user in an account. The systems and methods automatically generate a causal model corresponding to a user. The systems and methods estimate a plurality of components of the causal model using event parameters of a first set of events undertaken by the user in

an account of the user. The systems and methods predict expected behavior of the user during a second set of events using the causal model.

2. **Fraud Detection and Analysis.**

Status: filed October 1, 2012; application docketed to an examiner in Art Unit 2129; first office action expected March 2014.

Application Number: 13/632,834.

US Patent Application Publication number: Not yet published.

Priority date: continuation of 12/483,932 (P003), filed June 12, 2009.

Inventor: Tom Miltonberger.

Claims: method, system.

Summary: Systems and methods generate a risk score for an account event. The systems and methods automatically generate a causal model corresponding to a user, wherein the model estimates components of the causal model using event parameters of a previous event undertaken by the user in an account of the user. The systems and methods predict expected behavior of the user during a next event in the account using the causal model. Predicting the expected behavior of the user includes generating expected event parameters of the next event. The systems and methods use a predictive fraud model to generate fraud event parameters. Generation of the fraud event parameters assumes a fraudster is conducting the next event, wherein the fraudster is any person other than the user. The systems and methods generate a risk score of the next event to indicate the relative likelihood the future event is performed by the user.

3. **Fraud Detection and Analysis System.**

Status: filed June 12, 2009; response to first substantive office action filed October 23, 2012; response to second substantive office action filed July 18, 2013.

Application Number: 12/483,963.

US Patent Application Publication number: 2010-0094768 A1.

Priority date: claims benefit of 61/061,092 filed June 12, 2008; claims benefit of 61/061,095 filed June 12, 2008; claims benefit of 61/061,096 filed June 12, 2008; claims benefit of 61/061,097 filed June 12, 2008.

Inventor: Tom Miltonberger.

Claims: method, system.

Summary: A system is provided comprising a risk engine coupled to a financial system that includes an account. The risk engine generates an account model corresponding to a user and events of the account. Generation of the account model uses event parameters of a previous event performed by the user in the account. The risk engine uses the account model to generate a first probability of observing event parameters assuming the user is conducting the next event. The risk engine uses a fraud model to generate a second probability of observing event parameters assuming a fraudster is conducting the next event. The risk engine generates a risk score, using the first and second probabilities, which indicates the relative likelihood the next event is performed by the user. The system includes a risk application comprising an analytical user interface that displays for any event the risk score and/or event parameters.

4. **Fraud Detection and Analysis.**

Status: filed March 13, 2013.

Application Number: 61/779,472.

US Patent Application Publication number: Not yet published.

Priority: claims benefit of 61/779,472, filed March 13, 2013; continuation in part of 12/483,887 and 12/483,963, both filed June 12, 2009; continuation in part of 13/632,834, filed October 1, 2012.

Inventors: Craig PRIESS; Steve SCHRAMM.

Claims: method, system.

Summary: Systems and methods comprise a platform including a processor coupled to a database. Risk engines are coupled to the platform and receive event data and risk data from data sources. The event data comprises data of actions taken in a target account during electronic access of the account, and the risk data comprises data of actions taken in accounts different from the target account. The risk engines, using the event data and the risk data, dynamically generate an account model that corresponds to the target account, and use the account model to generate a risk score. The risk score represents a relative likelihood an action taken in the target account is fraud. A risk application coupled to the platform includes an analytical user interface that displays for the actions in the target account at least one of the risk score and event data of any event in the account.

PATENT COOPERATION TREATY (PCT) APPLICATION

1. **Fraud Detection and Analysis System.**

Status: filed March 13, 2014; claims benefit of 61/779,472, filed March 13, 2013.

International Application Number: PCT/US14/26264.

International Publication Number: Not yet published.

Inventors: Craig PRIESS; Steve SCHRAMM.

CANADIAN PATENT APPLICATION

1. **Modeling Users for Fraud Detection and Analysis.**

Status: filed December 13, 2010.

International Application Number: PCT/US09/47258.

International Publication number: WO 2009/152465.

Canadian Patent Application Number: 2,727,831.

CHINESE PATENT APPLICATION

1. **Modeling Users for Fraud Detection and Analysis.**

Status: filed February 1, 2011; first office action received July 29, 2013 (response not yet prepared).

International Application Number: PCT/US09/47258.

International Publication number: WO 2009/152465.

Chinese Patent Application Number: 200980130776.2.

EUROPEAN PATENT APPLICATION

1. **Modeling Users for Fraud Detection and Analysis.**

Status: filed December 30, 2010.

International Application Number: PCT/US09/47258.

International Publication number: WO 2009/152465.

European Patent Application Number: 09763753.2.

European Publication Number: EP 2288987.

INDIAN PATENT APPLICATION

1. **Modeling Users for Fraud Detection and Analysis.**

Status: filed January 14, 2011.

International Application Number: PCT/US09/47258.

International Publication number: WO 2009/152465.

Indian Patent Application Number: 8888/DELNP/2010.

EXHIBIT C

Trademarks

REGISTRATION NUMBER: 3527032
REGISTRATION DATE: 11/04/2008
MARK: FRAUDMAP

The owner, Guardian Analytics, Inc., a corporation of California, having an address of
2465 Latham St., Suite 200
Mountain View, California 94040

United States is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.
For International Class 009, the mark is in use in commerce on or in connection with **all** of the goods or services listed in the existing registration for this specific class: Computer software for detecting and managing the risk of fraudulent access to online computer applications; computer software for fraud risk assessment, detection, investigation, forensics, and countermeasure performance measurement for online computer applications; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods or services listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods or services exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) computer software screen shot.

SPN0-5015087113-185919488 _ _FraudMap_specimen.jpg

The registrant's current Attorney Information: Randy Troxel of QWCOOPER
2995 WOODSIDE RD., STE 350
WOODSIDE, California (CA) 94062
United States
The docket/reference number is 849-801-439.

REGISTRATION NUMBER: 3521666
REGISTRATION DATE: 10/21/2008
MARK: GUARDIAN ANALYTICS

The owner, Guardian Analytics, Inc., a corporation of Delaware, having an address of
2465 Latham St., Suite 200
Mountain View, California 94040

United States is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.
For International Class 009, the mark is in use in commerce on or in connection with **all** of the goods or services listed in the existing registration for this specific class: Computer software for detecting and managing the risk of fraudulent access to online computer applications for use by financial institutions; computer software for fraud risk assessment, detection, investigation, forensics, and countermeasure performance measurement for online computer applications for use by financial institutions; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in

commerce on or in connection with all goods or services listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods or services exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists. The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) computer software screen shot.

SPN0-5015087113-185230140__Guardian_Analytics__specimen.jpg

The registrant's current Attorney Information: Randy Troxel of QWCooper
Suite 350
2995 Woodside Way
Woodside, California (CA) 94062
United States
The docket/reference number is 849-801-431.

48046/0146
JTK/450306.2