

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LATTICE ENGINES, INC.		10/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX VENTURES, LLC		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4159079	GROUPODEX	
Registration Number:	4165773	FUNDPRISM	
Registration Number:	4191277	VISIDB	
Registration Number:	4027978	PLAYMAKER	
Registration Number:	3970575	SALESPRISM	
Registration Number:	4025125	LATTICE ENGINES	
Registration Number:	3664852	POET	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@meguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067493-0006		
NAME OF SUBMITTER:	Nam H. Huynh		
SIGNATURE:	/Nam H. Huynh/		

OP \$190.00 4159079

DATE SIGNED:	11/03/2015
---------------------	------------

Total Attachments: 7

- source=Active_72174246_1_Lattice Engines Intellectual Property Security Agrmt (2)#page1.tif
- source=Active_72174246_1_Lattice Engines Intellectual Property Security Agrmt (2)#page2.tif
- source=Active_72174246_1_Lattice Engines Intellectual Property Security Agrmt (2)#page3.tif
- source=Active_72174246_1_Lattice Engines Intellectual Property Security Agrmt (2)#page4.tif
- source=Active_72174246_1_Lattice Engines Intellectual Property Security Agrmt (2)#page5.tif
- source=Active_72174246_1_Lattice Engines Intellectual Property Security Agrmt (2)#page6.tif
- source=Active_72174246_1_Lattice Engines Intellectual Property Security Agrmt (2)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 29, 2015 (the "Effective Date") by and between ORIX VENTURES, LLC, a Delaware limited liability company ("Lender"), and LATTICE ENGINES, 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, 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 its 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 (subject only to Permitted Liens) 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.

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 by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B are all trademark registrations and pending registrations owned by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned by Grantor.

3. Grantor shall not, hereafter, register any maskworks, 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 Lender with at least five (5) days prior written notice thereof and (ii) executing and filing such other instruments, and taking such further actions, as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the 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 reasonably acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of 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 Lender as a matter of law or equity. Each right, power and remedy of 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 Intellectual Property Security 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 Lender and 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 Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the first date written above.


GRANTOR:

Address of Grantor:

1825 S. Grant St., Suite 510
San Mateo, CA 94402

Attn: Chief Financial Officer

LATTICE ENGINES, INC.

By: 
Name: SHASHI GUPTA
Title: CEO

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

ORIX VENTURES, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1825 S. Grant St., Suite 510
San Mateo, CA 94402

Attn: Chief Financial Officer

LATTICE ENGINES, INC.

By: _____
Name:
Title:

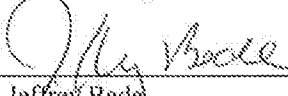
LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

ORIX VENTURES, LLC

By:  _____
Name: Jeffrey Bede
Title: Managing Director

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Lattice Data Set-Based Methods and Apparatus for Information Storage and Retrieval	8,195,712	04/17/2009
Digital Data Processing Systems and Methods for Searching and Communicating Via a Social Network	13/346,371	01/09/2012
Digital Data Processing Systems and Methods for Searching Across User Accounts	13/525,256	06/15/2012

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GROPUPODEX	4159079	06/12/2012
FUNDPRISM	4165773	06/26/2012
VISIDB	4191277	08/14/2012
PLAYMAKER	4027978	09/20/2011
SALESPRISM	3970575	05/31/2011
LATTICE ENGINES	4025125	09/13/2011
POET	3664852	08/04/2009

<u>Description</u>	<u>Country</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
LATTICE ENGINES	MEXICO	1224110	06/23/2011
LATTICE ENGINES	CANADA	TMA839765	01/11/2013
LATTICE ENGINES	AUSTRALIA	1421946	03/17/2011
LATTICE ENGINES	CTM	009826281	08/30/2011
LATTICE ENGINES	MADRID including: Australia; China; Japan; Russian Federation; Switzerland; Turkey	1072973	03/17/2011
LATTICE ENGINES	BRAZIL	830985344	03/23/2011
LATTICE ENGINES	INDIA	2117925	03/18/2011
SALESPRISM	CHINA	11341254	04/07/2014