

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KYRIBA CORP.		05/06/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX VENTURES, LLC		
Street Address:	1717 Main Street		
Internal Address:	Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2788048	KYRIBA	
Serial Number:	86857743	KYRIBA	
Serial Number:	86906668	THE TREASURY CLOUD	
Serial Number:	86489193	KINVO	
Serial Number:	86467781	KINVO	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	05/10/2016		

OP \$140.00 2788048

Total Attachments: 6

source=KyribaSA#page1.tif

source=KyribaSA#page2.tif

source=KyribaSA#page3.tif

source=KyribaSA#page4.tif

source=KyribaSA#page5.tif

source=KyribaSA#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 6, 2016 (the "Effective Date") by and between ORIX VENTURES, LLC, a Delaware limited liability company ("Lender"), and KYRIBA CORP., a Delaware corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation 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 certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement. 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.

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

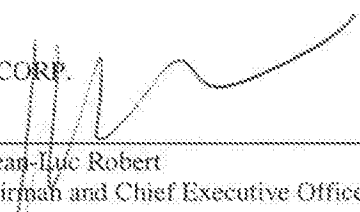
1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Schedules A, B, and 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. 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.
3. Sections 9.11 (Governing Law; Jurisdiction; Venue) and 9.13 (Mutual Waiver of Jury Trial) of the Loan Agreement hereby are incorporated herein by this reference as though fully set forth herein.

[remainder of page intentionally left blank]

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:

KYRIBA CORP.

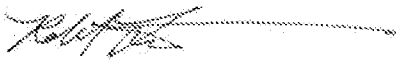
By: 
Name: Jean-Luc Robert
Title: Chairman and Chief Executive Officer

Address of Grantor:

9620 Towne Centre Drive, Suite 250
San Diego, CA 92121
Attn: Jean-Luc Robert

LENDER:

ORIX VENTURES, LLC

By: 

Name: Robert J.B. Lenhardt

Title: Secretary

Address of Lender:

1717 Main Street, Suite 1100

Dallas, TX 75201

Attn: General Counsel

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

None.


SCHEDULE C

Trademarks

REGISTERED

Mark	Country	Reg./Serial No.	Reg./Filed
KYRIBA	USA	2,788,048 / 76/349,050	12/02/2003 12/13/2001
KINVO	OHIM EUIPO	014187223 014187223	06/01/2015 10/02/2015 09/30/2015
KYRIBA	INTERNATIONAL Designating Austria, Benelux, Switzerland, Czech Republic, Germany, Denmark, Spain, Finland, UK, Greece, Ireland, Italy, Japan, Republic of Korea, Liechtenstein, Monaco, Norway, Poland, Portugal, Sweden, Singapore	799651	04/16/2002
KYRIBA	SINGAPORE	T1410792C T1410792C	04/01/2014 04/01/2014

PENDING

Mark	Country	Serial No.	Filed
KYRIBA	USA	86/857,743	12/22/2015
THE TREASURY CLOUD	USA	86/906,668	02/12/2016
KINVO (Stylized) 	USA	86/489,193	12/23/2014
KINVO	USA	86/467,781	12/01/2014
KINVO	CANADA	1730597	06/01/2015