# OP \$140.00 4760154

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM488337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NETBASE SOLUTIONS, INC.		08/31/2018	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ORIX GROWTH CAPITAL, 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: 5**

Property Type	Number	Word Mark
Registration Number:	4760154	NETBASE
Registration Number:	4699949	NETBASE
Registration Number:	4846895	NETBASE LIVE PULSE
Registration Number:	4842104	NETBASE LIVE PULSE
Registration Number:	4664846	ASSUMPTIONS SUCK

#### **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.

**Email:** jlandweber@mcguirewoods.com

Correspondent Name: Joseph Landweber

**Address Line 1:** Two Embarcadero Center, Suite 1300

Address Line 2: McGuireWoods LLP

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Joseph Landweber
SIGNATURE:	/JOSEPH LANDWEBER/
DATE SIGNED:	08/31/2018

**Total Attachments: 10** 

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# SCHEDULE A

## Trademarks

<u>Title</u>	Registrant/Owner	Serial No.	Filing Date	Registration No.	Registration Date
NETBASE	NetBase Solutions Inc.	86444841	2014/11/04	4760154	2015/06/23
NETBASE	NetBase Solutions Inc.	86412174	2014/10/01	4699949	2015/03/10
NETBASE LIVE PULSE	NetBase Solutions Inc.	86238668	2014/04/01	4846895	2015/11/03
NETBASE LIVE PULSE	NetBase Solutions Inc.	86238623	2014/04/01	4842104	2015/10/27
ASSUMPTIONS SUCK	NetBase Solutions Inc.	86218383	2014/03/12	4664846	2014/12/30

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 31, 2018 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and NETBASE SOLUTIONS, 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 Grantor's 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 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. Notwithstanding the foregoing, the Collateral shall not include "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.
- 2. Grantor represents and warrants that as of the Effective Date (i) listed on <u>Schedule A</u> are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on <u>Schedule B</u> hereto are all trademark registrations and pending registrations owned or controlled by Grantor which are registered or filed with the United States Patent and Trademark Office, and (iii) listed on <u>Schedule C</u> are all patents and patent applications owned or controlled by Grantor which are registered or filed with the United States Patent and Trademark Office.
- 3. Grantor shall not, hereafter, register any mask works, 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 the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the 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

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Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

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

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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.

Address of Grantor:

3960 Preedom Circle, Suite 201 Santa Clara, CA 95054 Attn: Chief Executive Officer

Address of Lender:

1717 Main Street, Suite 1100 Dallas, TX 75201 Attn: General Counsel GRANTOR:

NETBASE SOLUTIONS, INC.

Name: David Pefley Title: Chief Financial Officer

LENDER:

ORIX GROWTH CAPITAL, LLC

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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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:
Address of Grantor:	NETBASE SOLUTIONS, INC.
3960 Freedom Circle, Suite 201 Santa Clara, CA 95054 Attn: Chief Executive Officer	By: Name: Title:
	LENDER:
Address of Lender:	ORIX GROWTH CAPITAL, LLC
1717 Main Street, Suite 1100 Dallas, TX 75201 Attn: General Counsel	By: Why Campbell Name: Mark Campbell Title: Authorized Signatory

# SCHEDULE A

Copyrights

None

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## SCHEDULE B

## Trademarks

<u>Title</u>	Registrant/Owner	Serial No.	Filing Date	Registration No.	Registration Date
NETBASE	NetBase Solutions Inc.	86444841	2014/11/04	4760154	2015/06/23
NETBASE	NetBase Solutions Inc.	86412174	2014/10/01	4699949	2015/03/10
NETBASE LIVE PULSE	NetBase Solutions Inc.	86238668	2014/04/01	4846895	2015/11/03
NETBASE LIVE PULSE	NetBase Solutions Inc.	86238623	2014/04/01	4842104	2015/10/27
ASSUMPTIONS SUCK	NetBase Solutions Inc.	86218383	2014/03/12	4664846	2014/12/30
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# SCHEDULE C

# Patents

# Registered Patents

Title	App No.	Filing Date	Status	Patent No.	Issue Date
Method and Apparatus For Concept-Based Classification of Natural Language Discourse	11420782	2006/05/29	Patent	8055608	2011-11-08
Method and Apparatus For Concept-Based Searching of Natural Language Discourse	11420785	2006/05/29	Patent	8046348	2011-10-25
Method and Apparatus for Frame- Based Search	12177122	2008/07/21	Patent	9047285	2015-06-02
Method and Apparatus For Frame- Based Analysis of Search Results	12177127	2008/07/21	Patent	8935152	2015-01-13
Method and Apparatus For Determining Search Result Demographics	12765848	2010/04/22	Patent	9026529	2015-05-05
Graphical Representation of Frame Instances	13176713	2011/07/05	Patent	9390525	2016-07-12
Methods and Apparatus For Query Formulation	13280294	2011/10/24	Patent	9075799	2015-07-07
Method and Apparatus For Concept-Based Ranking of Natural Language Discourse	13286799	2011/11/01	Patent	9063970	2015-06-23
Methods and Apparatus For Sentiment Analysis	13471417	2012/05/14	Patent	8949263	2015-02-03
Methods and Apparatus for Identification and Analysis of Temporally Differing Corpora	13836416	2013/03/15	Patent	9135243	2015-09-15
Method and Apparatus for Concept- Based Classification of Natural Language Discourse	14747810	2015/06/23	Patent	9934285	2018-04-03
METHOD AND APPARATUS FOR AUTOMATED GENERATION OF ENTITY PROFILES USING FRAMES	12839819	2010/07/20	Patent	8924418	

# Pending Patents

Title	App No.	Filing Date	Statůs	Patent No.	Issue Date
Method and Apparatus For Concept-Based Ranking of Natural Language Discourse	11420788	2006/05/29	continued	NA	NA
Method and Apparatus For HealthCare Search	12790837	2010/05/30	Application .	NA	NA

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Methods and Apparatuses For Clustered Storage of Information	13281411	2011/10/25	Application	NA	NA
Graphical Representation of Frame Instances and Co-occurrences	13676073	2012/11/13	continued	NA	NA NA
Methods and Apparatus for Author Identification of Search Results	14274721	2014/05/10	Application	NA	NA
Methods and Apparatuses For Sentiment Analysis	14613324	2015/02/03	Application	NA	NA
Method and Apparatus For Determining Search Result Demographics	14704919	2015/05/05	Application	NA	NA .
Method and Apparatus for Frame- Based Search	14728413	2015/06/02	Application	NA	NA
Methods and Apparatuses For Clustered Storage of Information and Query Formulation	14793644	2015/07/07	Application	NA	NA
Methods and Apparatus for Identification and Analysis of Temporally Differing Corpora	14855165	2015/09/15	Application	NA	NA
Graphical Representation of Frame Instances and Co-occurrences	15653370	2017/07/18	Application	NA	NA
Method and Apparatus for Concept- Based Classification of Natural Language Discourse	15943693	2018/04/02	Application	NA	NA
Graphical Representation of Frame Instances	15968650	2018/05/01	Application	NA .	NA

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