

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MetricStream, Inc.		05/24/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Agent		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4745021	GRC JOURNEY	
Registration Number:	4917723	COMPLIANCE ONLINE THE LARGEST GRC ADVISO	
Registration Number:	4745028	GRC JOURNEY	
Registration Number:	4701627	GRCINTELLIGENCE.COM	
Registration Number:	4663947	INFOLET	
Registration Number:	5303009	M7	
Registration Number:	2914547	METRICSTREAM	
Registration Number:	4965154	PERVASIVE GRC	
Registration Number:	5302922	PRESERVE. PROTECT. PERFORM.	
Registration Number:	4482114	THRIVE ON RISK POWERED BY METRICSTREAM	
Registration Number:	4482113	THRIVE ON RISK	
Registration Number:	3237734	ZAPLET	
Registration Number:	4668350	ZAPLET	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		

OP \$340.00 4745021

Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 053644-0203

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 05/24/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of May 24, 2019, is made by METRICSTREAM, INC., a Delaware corporation, and each Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of GOLUB CAPITAL LLC (“Agent”) in its capacity as administrative agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation the registered copyrights set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those registered trademarks and trademark applications set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements 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;

(g) 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;

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

(j) 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 Intellectual Property Collateral does not include any Excluded Property.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

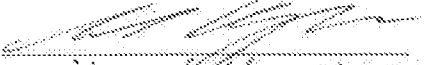
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

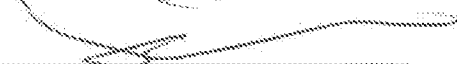
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

METRICSTREAM, INC.,
a Delaware corporation

By: 
Name: Michael Flagstrom
Title: CEO

METRICSTREAM INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: Jessica Zhou
Title: President

AGENT:

GOLUB CAPITAL LLC

By: 

Name: Robert G. Tischler

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement (Golub/MetricStream)]

TRADEMARK
REEL: 006653 FRAME: 0534

EXHIBIT A

Registered Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
MetricStream	TX5866212	09/08/03
Zaplet application server: release 2.0.	TXu1120083	08/13/02
Zaplet application server: release 1.0.	TXu1038279	06/19/02

EXHIBIT B

Patents

[See attached.]

Docket Number	Application Number	Filing Date	Country / Region	Status	Publication Date	Patent Number	Issue/Grant Date	Expiration Date	Parent Filing Date	Title
60026-0087	PCT/US17/66837	12/15/2017	Patent Cooperation Treaty - (WO)	Filed - (F)	8/9/2018				2/10/2017	Graphically Displaying Data Having Complex Relationships
60026-0080	15/429,533	2/10/2017	United States - (US)	Filed - (F)	6/28/2018					Graphically Displaying Data Having Complex Relationships Methods And Systems To Manage And Track The States Of Electronic Media
60026-0053	10/244,973	9/16/2002	United States - (US)	Granted - (G)	2/6/2003	6,871,216 B2	3/22/2005	1/12/2021	1/12/2001	Methods And Apparatus Providing Electronic Messages That Are Linked And Aggregated
60026-0037	09/948,051	9/5/2001	United States - (US)	Granted - (G)	9/26/2002	7,130,885 B2	10/31/2006	9/5/2021	9/5/2000	Method, System And Program Product For Accessing A File Using Values From A Redirect Message String For Each Change Of The Link Identifier
60026-0030	09/483,502	1/14/2000	United States - (US)	Granted - (G)		6,523,063 B1	2/18/2003	10/25/2019	10/25/1999	Method, System And Program Product For Accessing A File Using Values From A Redirect Message String For Each Change Of The Link Identifier
60026-0028	09/427,378	10/25/1999	United States - (US)	Granted - (G)		6,496,849 B1	12/17/2002	10/25/2019		Electronic Media For Communicating Information Among A Group Of Participants
60026-0026	09/483,508	1/14/2000	United States - (US)	Granted - (G)		6,691,153 B1	2/10/2004	10/25/2019	10/25/1999	Method And System For Process Interaction Among A Group
60026-0023	09/426,648	10/25/1999	United States - (US)	Granted - (G)		6,463,461 B1	10/8/2002	10/25/2019		System For Communicating Information Among A Group Of
60026-0020	09/483,221	1/14/2000	United States - (US)	Granted - (G)		6,507,865 B1	1/14/2003	1/14/2020		Method And System For Group Content Collaboration
60026-0018	09/483,361	1/14/2000	United States - (US)	Granted - (G)		6,457,045 B1	9/24/2002	1/14/2020		System And Method For Group Choice Making
60026-0014	09/760,373	1/12/2001	United States - (US)	Granted - (G)		6,453,337 B2	9/17/2002	1/12/2021		Methods And Systems To Manage And Track The States Of Electronic Media
60026-0012	09/427,152	10/25/1999	United States - (US)	Granted - (G)		6,505,233 B1	1/7/2003	10/25/2019		Method For Communicating Information Among A Group Of Participants
	14/164,394		United States - (US)	Issued		9348901	5/24/2016	7/27/2024	1/27/2014	System and method for rule based classification of a text fragment

EXHIBIT C

Registered Trademarks and Applications

[See attached.]

Mark	Country	Status	Filing Date	Application No.	Registration Date	Registration No.	Renewal Date	Docket Number
GRC Journey	United States - (US)	Registered - (G)	5/16/2014	86/284,032	5/26/2015	4,745,021	5/26/2025	60026-0058
COMPLIANCE ONLINE THE LARGEST GRC ADVISORY NETWORK Design	United States - (US)	Registered - (G)		86519461		4917723		60026-0075
GRC JOURNEY	European Union	Registered - (G)	1/30/2015		3/15/2016		3/15/2026	
GRC Journey	United States - (US)	Registered - (G)	11/20/2014	13478193	4/21/2015	13478193	11/30/2024	60026-0065
GRC JOURNEY	India - (IN)	Registered - (G)	5/21/2014	86/288,089	5/26/2015	4,745,028	5/26/2025	60026-0063
GRCINTELLIGENCE.COM DESIGN	European Union	Registered - (G)	11/20/2014	2848317	10/10/2017	2848317	11/20/2024	60026-0066
GRCINTELLIGENCE.COM	India - (IN)	Filed - (F)	12/19/2014	13590492	5/11/2015	13590492	12/31/2024	60026-0071
GRCINTELLIGENCE.COM	United States - (US)	Registered - (G)	11/20/2014	2848319			11/20/2024	60026-0070
INFOLET	United States - (US)	Registered - (G)	5/16/2014	86/284,048	3/10/2015	4,701,627	3/10/2025	60026-0060
M7	Australia - (AU)	Registered - (G)	8/5/2014	86/357,993	12/30/2014	4,663,947	12/30/2024	60026-0064
M7	Canada - (CA)	Registered - (G)	2/3/2017	1823727	1/14/2018	1823727	2/3/2027	60026-0086
M7	European Union	Registered - (G)	2/2/2017	1,821,169	10/11/2018	TMA1,006,478	10/11/2033	60026-0084
M7	India - (IN)	Filed - (F)	2/3/2017	16312738	2/3/2017	16312738	2/28/2027	60026-0083
M7	United States - (US)	Registered - (G)	2/14/2017	3483798				60026-0085
METRICSTREAM	Canada - (CA)	Registered - (G)	8/19/2016	87144990	10/3/2017	5303009	10/3/2027	60026-0081
METRICSTREAM APPSTUDIO	European Union	Registered - (G)	2/5/2004	1205401	3/6/2008	TMA709,072	3/6/2023	60026-0077
METRICSTREAM APPSTUDIO	Canada - (CA)	Registered - (G)	12/22/2014	13598735	5/29/2015	13598735	12/31/2024	60026-0072
METRICSTREAM	United States - (US)	Registered - (G)	12/19/2014	1,708,193	9/14/2016	TMA949,214	9/14/2031	60026-0074
Pervasive GRC	United States - (US)	Registered - (G)	8/8/2003	78285283	12/28/2004	2914547	12/8/2024	60026-0076
Pervasive GRC	United States - (US)	Registered - (G)	5/16/2014	86/284,037	5/24/2016	4965154	5/24/2026	60026-0059
PERVASIVE GRC	European Union	Registered - (G)	11/24/2014	13478227	4/21/2015	13478227	11/30/2024	60026-0067
PERVASIVE GRC	India - (IN)	Registered - (G)	11/20/2014	2848318	10/19/2016	2848318	11/20/2024	60026-0068
Preserve.Protect.Perform.	United States - (US)	Registered - (G)	8/1/2016	87123061	10/3/2017	5302922	10/3/2027	60026-0079
THRIVE OF RISK POWERED BY	United States - (US)	Registered - (G)	9/26/2012	85739,179	2/11/2014	4,482,114	2/11/2024	60026-0057
METRICSTREAM (design)	United States - (US)	Registered - (G)	9/26/2012	85739,169	2/11/2014	4,482,113	2/11/2024	60026-0056
THRIVE ON RISK	United States - (US)	Registered - (G)	9/26/2012		5/1/2007	3,237,734	6/29/2027	22408-00070
Zaplet	United States - (US)	Registered - (G)			1/6/2015	4,668,350	1/7/2020	

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