

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BloomReach, Inc.		01/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85512026	B BLOOMREACH	
Serial Number:	85495102	BLOOMREACH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	619-699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA PIPER LLP (USA)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	01/16/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 15, 2020 by and between COMERICA BANK, a Texas banking association (“Bank”) and BLOOMREACH, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank 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 that certain Loan and Security Agreement by and between Bank and Grantor dated as of October 1, 2014, as modified by that certain Letter Agreement, dated as of October 19, 2016, as amended by that certain First Amendment to Loan and Security Agreement dated as of April 20, 2018 and that certain Second Amendment to Loan and Security Agreement, dated of even date herewith (as may be further amended, modified, supplemented and/or restated from time to time, collectively, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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, except to the extent any such property consists of 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 that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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:

82 Pioneer Way
Mountain View, CA 94041
Attn: Taylor Browning

BLOOMREACH, INC

By: 

Name: Dave Pomeroy

Title: Chief Financial Officer and Treasurer

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Name: John Burch

Title: S/P

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description
None

Registration Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Dynamic Categories	10198524	02/05/19
Insights for Web Service Providers	10320633	06/11/19
Control Selection and Analysis of Search Engine Optimization Activities for Web Sites	10394796	08/27/19
Search with Autosuggest and Refinements	10394894	08/27/19
Query Generation for Searchable Content	8676798	03/18/14
Generating Content for Topics Based on User Demand	8849812	09/30/14
Enhancing the Content and Structure of a Corpus of Content	8949254	02/03/15
Search with Autosuggest and Refinements	9384244	07/05/16
Search with more like this Refinements	9454581	09/27/16
Cross Platform User Joining	9584578	02/28/17
Query-Dependent and Content-Class Based Ranking	9830392	11/28/17
Distributed and Fast Data Storage Layer for Large Scale Web Data Services	14567684	12/11/14
Query-Dependent and Content-Class Based Ranking	15798086	10/30/17
Synonym Generation	10095784	10/09/18
Dynamic Attributes for Searching	10353966	07/16/19
Attribute Extraction	10445812	10/15/19
Search Ranking	10497042	12/03/19
Identifying Search Friendly Web Pages	14825716	08/13/15
Data Preparation for Data Mining	14841528	08/31/15
Structured Search Queries	15340343	11/01/16

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
B BLOOMREACH	85512026	01/09/12
BLOOMREACH	85495102	12/14/11