

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616106

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Intellectual Property Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PYRAMID ANALYTICS B.V.		12/21/2020	Company: NETHERLANDS

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 GROVE STREET, Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	Corporation: CALIFORNIA
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.
Street Address:	47 Esplanade
City:	St. Helier
State/Country:	JERSEY
Entity Type:	Limited Partnership: JERSEY
Name:	KREOS CAPITAL VI (EXPERT FUND) LP
Street Address:	47 Esplanade
City:	St. Helier
State/Country:	JERSEY
Entity Type:	Limited Partnership: JERSEY

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86560057	PYRAMID ANALYTICS
Serial Number:	87658722	ANALYTICS OS
Serial Number:	87658731	ANALYTICS OS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4756

OP \$90.00 86560057

Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1306902 TM D

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 12/22/2020

Total Attachments: 8

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**AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amendment to Intellectual Property Security Agreement (this “**Amendment**”) is made as of December 21, 2020, by and among **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”), **KREOS CAPITAL V (EXPERT FUND) L.P.**, a limited partnership incorporated in Jersey whose registered office is at 47 Esplanade, St Helier, Jersey (“**Kreos V**”), **KREOS CAPITAL VI (EXPERT FUND) LP**, a limited partnership incorporated in Jersey whose registered office is at 47 Esplanade, St Helier, Jersey (“**Kreos VI**” and together with Kreos V: “**Kreos**”), and **PYRAMID ANALYTICS B.V.**, a company organized under the laws of the Netherlands registered with the Dutch commercial register under number 54054079 with its principal place of business at Kingsfordweg 151,1043 GR Amsterdam, the Netherlands (“**Grantor**”), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

A. Grantor, Pyramid Analytics (USA) Inc, Pyramid Holdings B.V., Pyramid Analytics (Israel) Ltd. (jointly, the “**Borrower**”), the Bank and Kreos V have previously entered into (1) that certain Amended and Restated Loan and Security Agreement dated as of December 19, 2018 (as the same has been **amended, modified, supplemented or restated, the “Prior Loan Agreement”**);

B. Grantor, Bank and Kreos V have entered into that certain Intellectual Property Security Agreement dated as of December 19, 2018 (**as amended, the “IP Security Agreement”**), pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank and Kreos V in the Intellectual Property Collateral.

C. The Bank, Kreos and the Borrower are, concurrently herewith, amending and restating the Prior Loan Agreement pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith and adding Kreos VI as an additional lender.

D. Grantor , the Bank and Kreos desire to amend the terms of the IP Security Agreement as set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. **DEFINITIONS**. All capitalized terms used herein and not otherwise defined herein shall have the same meaning herein as in the IP Security Agreement.
2. **MODIFICATION TO THE IP SECURITY AGREEMENT**. The IP Security Agreement shall be amended as follows:
 - a. The term “**Lenders**” shall include Kreos V, Kreos VI and the Bank.
 - b. The following text, shall be deleted from Recital A thereof:

*A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor, PYRAMID HOLDINGS B.V., a company registered under the laws of the Netherlands registered with the Dutch commercial register under number 54052548, PYRAMID ANALYTICS (ISRAEL) LTD, a company organized under the laws of the State of Israel, and PYRAMID ANALYTICS (USA), INC., a Delaware corporation (each such party, including Grantor, a “**Borrower**”) (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Lenders and Borrower 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). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Lenders under the Loan Documents.

and inserting in lieu thereof the following:

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor, PYRAMID HOLDINGS B.V., a company registered under the laws of the Netherlands registered with the Dutch commercial register under number 54052548, PYRAMID ANALYTICS (ISRAEL) LTD, a company organized under the laws of the State of Israel, and PYRAMID ANALYTICS (USA), INC., a Delaware corporation (each such party, including Grantor, a “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and among Lenders and Borrower dated as December 21,2020 (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). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Lenders under the Loan Documents.

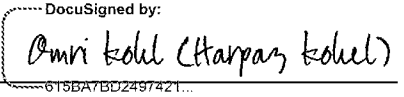
3. Exhibit A, B, C and D to the IP Security Agreement is hereby replaced by Exhibit A, B, C and D to this Amendment.
4. **RATIFICATION OF IP SECURITY AGREEMENT.** Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.
5. **SUBORDINATION.** Grantor and Lenders acknowledges and agree that the liens and security interests granted under the IP Security Agreement shall be junior and subordinate to the liens and security interests granted by Grantor to Bank pursuant to that certain Intellectual Property Security Agreement of even date herewith.
6. **MISCELLANEOUS.**
 - a. Except as provided herein, all terms and conditions of the IP Security Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

GRANTOR:

PYRAMID ANALYTICS B.V.

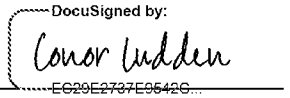
By:  DocuSigned by:
Omri Kohl (Harpaz Kohel)

Name: Omri Kohl (Harpaz Kohel)

Title: Authorized Signatory

BANK:

SILICON VALLEY BANK

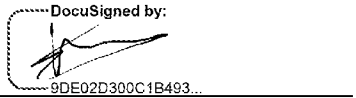
By:  DocuSigned by:
Conor Ludden

Name: Conor Ludden

Title: Vice President

KREOS:

KREOS CAPITAL V (EXPERT FUND) LP


By:  DocuSigned by:
Raoul Stein

Name: Raoul Stein

Title: General Partner

KREOS CAPITAL VI (EXPERT FUND) LP

DocuSigned by:



By: _____

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Raoul Stein

Name: _____

Title: **General Partner**

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTERACTIVE DISPLAYING OF DATABASE QUERIES	13/807927	December 26, 2012
METHOD OF FACILITATING MANIPULATION OF A DATABASE QUERY	13/807926	December 17, 2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PYRAMID ANALYTICS - classes 9 & 42	86/560057	15-May-18
PYRAMID ANALYTICS - classes 9 & 42	010675098	02-Aug-12
ANALYTICS OS (logo) - classes 9 & 42 (black on white background)	87/658722	06-Oct-20
ANALYTICS OS (logo) - classes 9 & 42 (white on grey background)	87/658731	07-Jan-20
ANALYTICSOS (word mark) - Classes 9 & 42	017877829	30-Jun-18

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A