

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galorath Incorporated		03/18/2020	Corporation:
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	100 Oceangate		
Internal Address:	10th Floor		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90802		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3078655	SEER	
CORRESPONDENCE DATA			
Fax Number:	4693723889		
<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:	2149326439		
Email:	dwithers@mcguirewoods.com		
Correspondent Name:	Daniel Withers		
Address Line 1:	2000 McKinney Ave		
Address Line 2:	#1400		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Daniel Withers		
SIGNATURE:	/Daniel Withers/		
DATE SIGNED:	09/09/2022		
Total Attachments: 8			
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TRADEMARK

REEL: 007843 FRAME: 0254



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) dated as of March 18, 2020 (the “**Effective Date**”) is between GALORATH INCORPORATED, a California corporation (the “**Borrower**”), GALORATH AFFILIATES LTD., a California corporation (“**Affiliates**”), GALORATH FEDERAL, INC., a California corporation (“**Federal**” and together with Borrower and Affiliates, collectively the “**Grantors**”), and City National Bank, a national banking association (“**CNB**”).

RECITALS

A. Borrower and CNB are entering into that certain credit agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms used herein are used as defined in the Credit Agreement.

B. Affiliates and CNB are entering into that certain security agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Affiliates Security Agreement**”).

C. Federal and CNB are entering into that certain security agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Federal Security Agreement**” and together with the Credit Agreement and Affiliates Security Agreement, collectively the “**Security Instruments**”).

D. The Grantors are entering into this Agreement to secure their obligations under and in connection with the Credit Agreement and the other Loan Documents and to induce CNB to enter into and extend credit to Borrower under the Credit Agreement.

E. Pursuant to the terms of the Security Instruments, the Grantors have granted to CNB, security interests in all of the Grantors’ 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 (as defined in the Credit Agreement) (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 Security Instruments, the Grantors hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Security Instruments, each Grantor grants and pledges to CNB, a security interest in all of such 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. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.
 3. Each 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 CNB with at least five (5) days prior written notice thereof, (ii) providing CNB with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as CNB may reasonably request from time to time to perfect or continue the perfection of CNB’s interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to CNB 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 CNB.
 4. The security interests granted herein are granted in conjunction with the security interests granted to CNB under the Security Instruments. The rights and remedies of CNB with respect to the security interests granted hereby are in addition to those set forth in the Security Instruments and the other Loan Documents, and those which are now or hereafter available to CNB as a matter of law or equity. Each right, power and remedy of CNB provided for herein or in the Security Instruments 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 CNB of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Instruments, 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 CNB, 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 CNB and the Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of California without regard to conflict of laws principles, provided that CNB shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; 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.

GRANTORS:

Address of Grantors:

GALORATH INCORPORATED,
a California corporation

222 North Pacific Coast Highway, Suite 1700
El Segundo, California 90245
Attn: Gary Freeman

By: _____

Gary Freeman
Chief Financial Officer

By: _____

Daniel Galorath
Chief Executive Officer, President

GALORATH FEDERAL, INC.,
a California corporation

GALORATH AFFILIATES LTD.,
a California corporation

By: _____

Gary Freeman
Chief Financial Officer

By: _____

Daniel Galorath
Chief Executive Officer, Financial Officer
Officer, Secretary

CNB:

Address of CNB:

CITY NATIONAL BANK,
a national banking association

100 Oceangate, 10th Floor
Long Beach, California 90802
Attn: Mike Emenhiser

By: _____

Mike Emenhiser
Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

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Address of Grantors:

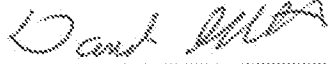
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a California corporation

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El Segundo, California 90245
Attn: Gary Freeman

By:

Gary Freeman
Chief Financial Officer

By:



Daniel Galorath
Chief Executive Officer, President


GALORATH FEDERAL, INC.,
a California corporation

GALORATH AFFILIATES LTD.,
a California corporation

By:

Gary Freeman
Chief Financial Officer

By:



Daniel Galorath
Chief Executive Officer, Financial Officer
Officer, Secretary

CNB:

Address of CNB:

CITY NATIONAL BANK,
a national banking association

100 Oceangate, 10th Floor
Long Beach, California 90802
Attn: Mike Emenhiser

By:

Mike Emenhiser
Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

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Daniel Galorath
Chief Executive Officer, Financial Officer
Officer, Secretary

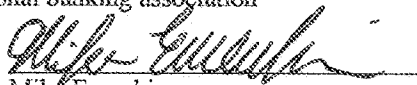
CNB:

Address of CNB:

CITY NATIONAL BANK,
a national banking association

100 Oceangate, 10th Floor
Long Beach, California 90802
Attn: Mike Emenhiser

By:



Mike Emenhiser
Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Copyrights

Copyrights				
Country	Title	Registration Number	Registration Date	Registrant
USA	SEER-SEM 7.1.40 & 7 other titles.	V9933D417	January 14, 2016	Galorath, Inc. Galorath Affiliates, Ltd. Galorath Federal, Inc.
USA	SEER-SEM 7.1.40 and 7 other titles.	V9944D055	March 15, 2017	Galorath, Inc. Galorath Affiliates, Ltd. Galorath Federal, Inc
USA	SEER FOR IT 1.1.1.	TX0006870300	August 29, 2008	Galorath Incorporated
USA	CAI plug-in 2.1.18.	TX0006297185	January 13, 2006	Galorath, Inc.
USA	SEER-DFM 5.1.37 : Design for manufacturability.	TX0006345641	January 13, 2006	Galorath, Inc.
USA	Seer-H 6.0.27.	TX0006297184	January 13, 2006	Galorath, Inc.
USA	Seer-sem 7.1.40.	TX0006297183	January 13, 2006	Galorath, Inc.
USA	Seer-sem client for Microsoft project 1.3.6.1.	TX0006297178	January 13, 2006	Galorath, Inc.
USA	Seer-spyglass 1.0.16.	TX0006304777	January 13, 2006	Galorath, Inc.
USA	SeerSizer.cpp.	TX0006309623	January 13, 2006	Galorath, Inc.

SCHEDULE B

Trademarks

Trademarks			
Title	Owner	Registration Date	Registration Number
SEER (standard character mark)	Galorath Incorporated	April 11, 2006	3078655

SCHEDULE C

Patents

None.