# CH \$615.00 855829

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM505319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LIAISON TECHNOLOGIES, INC.		06/28/2013	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK	
Street Address:	3003 TASMAN DRIVE HF 150	
City:	SANTA CLARA	
State/Country:	CALIFORNIA	
Postal Code:	95054	
Entity Type:	Corporation: CALIFORNIA	

## **PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark		
Serial Number:	85582975	RULE INTUITION		
Serial Number:	85582976	SEMANTIC INTUITION		
Serial Number:	85883326	SMARTTOTAL		
Registration Number:	2658924	SOFTSHARE		
Registration Number:	2658923	SOFTSHARE SYNERGY		
Registration Number:	2662612	SOFTSHARE ISEARCH		
Registration Number:	2662611	SOFTSHARE XFORMS		
Registration Number:	2658922	SOFTSHARE ATHENA		
Registration Number:	2643880			
Registration Number:	3529227	COMMERCEVIEW		
Registration Number:	2636554	CONTIVO		
Registration Number:	2636553	CONTIVO		
Registration Number:	2660296	CONTIVO ANALYST		
Serial Number:	85582985	DELTA		
Registration Number:	3251253	EDI NOTEPAD		
Serial Number:	85858644	EHR LINK		
Serial Number:	85582471	INTERFACE INTUITION		
Registration Number:	3421193	LIAISON		
Serial Number:	85582242	LENS		
	•	TRADEMARK		

900480954 REEL: 006521 FRAME: 0308

Property Type	Number	Word Mark
Registration Number:	4337428	LIAISON PROTECT TAAS
Registration Number:	4294794	MAP INTUITION
Registration Number:	2856434	NUBRIDGES
Serial Number:	85582982	ATHENA
Registration Number:	3422947	LIAISON

#### **CORRESPONDENCE DATA**

**Fax Number:** 3125548015

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:** 312-554-8000

**Email:** bjs@pattishall.com, kep@pattishall.com

Correspondent Name: Belinda J. Scrimenti

Address Line 1: 200 South Wacker Drive, Suite 2900

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	2772-027
NAME OF SUBMITTER:	Belinda J. Scrimenti
SIGNATURE:	/Belinda J. Scrimenti/
DATE SIGNED:	01/10/2019

#### **Total Attachments: 11**

source=Intellectual Property Security Agreement (Liaison 2013)#page1.tif source=Intellectual Property Security Agreement (Liaison 2013)#page2.tif source=Intellectual Property Security Agreement (Liaison 2013)#page3.tif source=Intellectual Property Security Agreement (Liaison 2013)#page4.tif source=Intellectual Property Security Agreement (Liaison 2013)#page5.tif source=Intellectual Property Security Agreement (Liaison 2013)#page6.tif source=Intellectual Property Security Agreement (Liaison 2013)#page7.tif source=Intellectual Property Security Agreement (Liaison 2013)#page8.tif source=Intellectual Property Security Agreement (Liaison 2013)#page9.tif source=Intellectual Property Security Agreement (Liaison 2013)#page10.tif source=Intellectual Property Security Agreement (Liaison 2013)#page11.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of June 28, 2013 (the "Effective Date") between SILICON VALLEY BANK, a California corporation ("Bank"), and LIAISON TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of June 28, 2013 (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). 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, Patents, and Mask Works (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, 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 (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 or 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 those 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 and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <a href="Exhibit B">Exhibit B</a> 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 set forth on  $\underline{\text{Exhibit } C}$  attached hereto (collectively, the "**Trademarks**");

- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (g) 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;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (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.
- 2. <u>Recordation.</u> 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 Bank.
- 3. <u>Loan Documents</u>. 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 Bank 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. <u>Execution in Counterparts.</u> This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or 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:

By:
Name: Robert Renner
Title: Chief Executive Officer and President

BANK:

SILICON VALLEY BANK

By:
Name:
Title:

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.

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# EXHIBIT A

# Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Softshare Vista	TXu000850525	3/25/98
EDI Notepad	TXu001029942	10/31/01
Softshare Delta	TXu000729354	6/21/99
Softshare Electronic Commerce Server	TXu000714701	7/23/99

# EXHIBIT B

## **Patents**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
METHOD AND SYSTEM FOR GENERATING STRUCTURED DATA FROM SEMI-STRUCTURED DATA SOURCES	Patent #6782505 Application # 09294701 (Issued)	Filing Date 04/19/1999 Issue Date 08/24/2004
SYSTEM FOR INTERNATIONALIZATION OF SEARCH INPUT INFORMATION	Application # FI19990001500 19990630 (120285 – Finnish Patent Number) (Issued)	Filing Date 6/30/1999 Issue Date 8/31/2009
SYSTEM FOR DOCUMENTING APPLICATION INTERFACES AND THEIR MAPPING RELATIONSHIP	Patent #6662237 Application # 09344182 (Issued)	Filing Date 06/24/1999 Issue Date 12/09/2003
METHOD AND APPARATUS FOR AUTOMATICALLY CONVERTING THE FORMAT OF AN ELECTRONIC MESSAGE	Patent # 6757739 Application # 09588270 (Issued)	Filing Date 6/5/2000 Issue Date 6/29/2004
METHOD AND APPARATUS FOR AUTOMATICALLY SELECTING A RULE	Patent # 6560608 Application # 09590916 (Issued)	Filing Date 6/9/2000 Issue Date 5/6/2003
VIRTUAL AGGREGATE FIELDS	Patent #6694338 Application # 09650219 (Issued)	Filing Date 8/29/2000 Issue Date 2/17/2004
SYSTEM AND METHODS FOR FORMAT PRESERVING TOKENIZATION OF SENSITIVE INFORMATION	Patent #8458487 Application # 13040133 (Issued)	Filing Date 03/03/2011 Issue Date 6/04/2013
MAP INTUITION SYSTEM AND METHOD	Application # 13104852 (Pending)	Filing Date 5/10/2011
SYSTEMS AND METHODS FOR MAINTAINING DATA SECURITY ACROSS MULTIPLE ACTIVE DOMAINS	Application # 13/527837 (Pending)	Filing Date 6/20/2012
LUHN VALIDATION AND DATA SECURITY ACROSS MULTIPLE ACTIVE DOMAINS	Application # 13/527852 (Pending)	Filing Date 6/20/2012
KEY ROTATION AND SELECTIVE RE-ENCRYPTION FOR DATA SECURITY  CERTIFICATE DASED MUTUAL ALTERNATION	Application # 13/527860 (Pending)	Filing Date 6/20/2012
CERTIFICATE-BASED MUTUAL AUTHENTICATION FOR DATA SECURITY  SEMANTEC CANONICAL AND PROCESS MODELS FOR	Application # 13/527867 (Pending)	Filing Date 6/20/2012
SEMANTIC, CANONICAL, AND PROCESS MODELS FOR DATA INTEGRATION SYSTEMS AND METHODS	Application # 13826336 (Pending)	Filing Date 03/14/2013

## EXHIBIT C

### Trademarks

<u>Description</u>	Country	Registration/ Application <u>Number<sup>1</sup></u>	Registration/ Application <u>Date</u> <sup>2</sup>
SOFTSHARE	Benelux	0768486 (Registered)	June 10, 2005
SOFTSHARE E-COMMERCE EASILY & Design	Benelux	0768487 (Registered)	June 10, 2005
ATHENA	Canada	1573364 (Pending)	April 16, 2012
CONTIVO	Canada	TMA636730 (Registered)	April 5, 2005
DELTA	Canada	1573366 (Pending)	April 16, 2012
INTERFACE INTUITION	Canada	1573369 (Pending)	April 16, 2012
LENS	Canada	1573373 (Pending)	April 16, 2012
MAP INTUITION	Canada	1573362 (Pending)	April 16, 2012
RULE INTUITION	Canada	1573368 (Pending)	April 16, 2012
SEMANTIC INTUITION	Canada	1573739 (Pending)	April 18, 2012
TAAS	Canada	1573454 (Pending)	April 16, 2012
<b>&amp;</b>	Canada	TMA630856 (Registered)	January 24, 2005
MISC Design (Contivo Logo)			
CONTIVO	Japan	4502259 (Registered)	August 31, 2001
ANI	EU	03844594 (Registered)	April 21, 2006
ANILINKER	EU	03844628 (Registered)	April 21, 2006
ATHENA	EU	11000271 (Registered)	June 28, 2012
CONTIVO & Design	EU	02010395 (Registered)	June 28, 2002
CONTIVO ANALYST	EU	02009470 (Registered)	May 2, 2002
CONTIVO	EU	02011104 (Registered)	August 14, 2002

Registered trademarks show registration numbers. Pending trademarks show application serial numbers. Registered trademarks show registration dates. Pending trademarks show application filing dates.

<u>Description</u>	Country	Registration/ Application <u>Number<sup>1</sup></u>	Registration/ Application <u>Date</u> <sup>2</sup>
DELTA	EU	11000213 (Pending)	June 28, 2012
TAAS	EU	11000601 (Registered)	June 28, 2012
INTERFACE INTUITION	EU	11000403 (Registered)	March 08, 2013
LENS	EU	11000585 (Registered)	June 28, 2012
LIAISON	EU	06917942 (Registered)	January 29, 2010
LIAISON	EU	06918528 (Registered)	March 05, 2010
MAP INTUITION	EU	11000511 (Registered)	November 28, 2012
RULE INTUITION	EU	11000387 (Registered)	March 11, 2013
SEMANTIC INTUITION	EU	11000346 (Registered)	June 28, 2012
<b>®</b>	EU	02011039 (Registered)	June 28, 2002
MISC Design (Contive Logo) ANI	Finland	223189	March 3, 2002
GLOBAL PARTNERING & Design	Finland	(Registered) 209164	February 13, 1998
	Finland	(Registered)	1 wording 10, 1770
NETDMS & Design		(Registered)	Sept. 15, 2000
SYNERGY EXCHANGE & Design	Finland	129786 (Registered)	May 1, 1994
SYNERGIA PORSSI	Finland	129785 (Registered)	May 1, 1994
ATHENA	Mexico	1368750 (Pending)	October 4, 2012
DELTA	Mexico	1264582 (Pending)	October 4, 2012
INTERFACE INTUITION	Mexico	1310413 (Pending)	October 4, 2012
LENS	Mexico	1339381 (Pending)	October 4, 2012
MAP INTUITION	Mexico	1312202 (Pending)	October 4, 2012
RULE INTUITION	Mexico	1314166 (Pending)	October 4, 2012
SEMANTIC INTUITION	Mexico	1314167 (Pending)	October 4, 2012
TAAS	Mexico	1264584 (Pending)	October 4, 2012

<u>Description</u>	Country	Registration/ Application	Registration/ Application
		Number <sup>1</sup>	Application <u>Date</u> <sup>2</sup>
ATHENA	Norway	266853 (Registered)	August 29, 2012
DELTA	Norway	266863 (Registered)	August 28, 2012
INTERFACE INTUITION	Norway	201204141 (Pending)	April 19, 2012
LENS	Norway	266886 (Registered)	August 29, 2012
MAP INTUITION	Norway	201204140 (Pending)	April 19, 2012
RULE INTUITION	Norway	201204142 (Pending)	April 19, 2012
SEMANTIC INTUITION	Norway	201204143 (Pending)	April 19, 2012
TAAS	Norway	269662 (Registered)	February 28, 2013
ANI	Sweden	0377960 (Registered)	January 13, 2006
ANI	UK	2321771 (Registered)	January 24, 2003
ATHENA	USA	85-582982 (Pending)	March 28, 2012
COMMERCEVIEW	USA	3529227 (Registered)	November 4, 2008
CONTIVO	USA	2636554 (Registered)	October 15, 2002
CONTIVO & Design	USA	2636553 (Registered)	October 15, 2002
CONTIVO ANALYST	USA	2660296 (Registered)	December 10, 2002
DELTA	USA	85-582985 (Pending)	March 28, 2012
EDI NOTEPAD	USA	3251253 (Registered)	June 12, 2007
EHR LINK	USA	85-858644 (Pending)	February 25, 2013
INTERFACE INTUITION	USA	85-582471 (Pending)	March 28, 2012
LIAISON	USA	3422947 (Registered)	May 06, 2008
LIAISON & Design	USA	3421193 (Registered)	May 06, 2008
LENS	USA	85-582242 (Pending)	March 28, 2012
LIAISON PROTECT TAAS	USA	4337428 (Registered)	May 21, 2013
MAP INTUITION	USA	4294794 (Registered)	February 26, 2013
NUBRIDGES	USA	2856434 (Registered)	June 22, 2004

<u>Description</u>	Country	Registration/ Application <u>Number<sup>1</sup></u>	Registration/ Application <u>Date</u> <sup>2</sup>
RULE INTUITION	USA	85-582975 (Pending)	March 28, 2012
SEMANTIC INTUITION	USA	85-582976 (Pending)	March 28, 2012
SMARTTOTAL	USA	85-883326 (Pending)	March 22, 2013
SOFTSHARE	USA	2658924 (Registered)	December 10, 2002
SOFTSHARE SYNERGY	USA	2658923 (Registered)	December 10, 2002
SOFTSHARE ISEARCH	USA	2662612 (Registered)	December 17, 2002
SOFTSHARE XFORMS	USA	2662611 (Registered)	December 17, 2002
SOFTSHARE ATHENA	USA	2658922 (Registered)	December 10, 2002
<b>6</b>	USA	2643880 (Registered)	October 29, 2002
MISC Design (Contivo Logo)			
EMR-LINK	USA STATE/OREGON	T/S 39629 (Registered)	December 19, 2006

# EXHIBIT D

Mask Works

NONE

TRADEMARK REEL: 006521 FRAME: 0320

**RECORDED: 01/10/2019**