

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGNIANT INC.		12/17/2019	Corporation: DELAWARE
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		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2698270	SIGNIANT	
Registration Number:	4297918	MEDIA SHUTTLE	
Registration Number:	5082791	SIGNIANT FLIGHT	
Serial Number:	88272501	SIGNIANT SHUTTLE	
Serial Number:	88172513	SIGNIANT JET	
Serial Number:	87855820	CONSTELLATION	
Serial Number:	88675302	JET	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
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:	1165127 TM		
NAME OF SUBMITTER:	Sarah Mackin		
SIGNATURE:	/Sarah Mackin/		

OP \$190.00 2698270

DATE SIGNED:

12/17/2019

Total Attachments: 10

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of December 17, 2019 by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and SIGNIANT INC., a Delaware corporation with its principal place of business located at 91 Hartwell Avenue, Second Floor, Lexington, Massachusetts 02421 ("Grantor"). This Agreement amends and restates in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of September 10, 2015, between Grantor and Bank, as amended by that certain First Amendment to Intellectual Property Security Agreement between Grantor and Bank dated as of November 22, 2017 (the "Prior Agreement").

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 Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, restated, 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to 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 (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 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 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 set forth on 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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.

4. 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 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.

5. Execution in Counterparts. 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Prior Agreement. Grantor and Bank hereby agree that, effective upon the execution and delivery of this Agreement by each such party, the terms and provisions of the Prior Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations of Borrower outstanding under the Prior Agreement or instruments securing the same, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Borrower from any of the obligations or any liabilities under the Prior Agreement. Borrower hereby confirms and agrees that to the extent that the Prior Agreement purports to assign or pledge to the Bank, or to grant to the Bank a security interest in or lien on, any collateral as security for the Obligations, such pledge, assignment or grant of the security interest or lien is hereby ratified and confirmed in all respects and shall remain effective as of the first date it became effective.

8. Governing Law. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

SIGNIANT INC.

By: _____

Title: CFO & COO _____

BANK:

SILICON VALLEY BANK

By: _____

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.

GRANTOR:

SIGNIANT INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: VP _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
“Data Transfer System and Method with Secure Mapping of Local System Access Rights to Global Identities.”	7,152,108	December 19, 2006
“Method and Apparatus for Notification of Data Transfer.”	7,343,301	March 11, 2008
“System and Method for Transferring Data in High Latency Firewalled Networks.”	7,526,557	April 28, 2009
“System and Method for Transferring Data in High Latency Firewalled Networks.”	8,667,145	March 4, 2014
“System and Method for Secure Cloud-based Media File Sharing.”	8,930,475	January 6, 2015
“System and Method for Load Balancing Cloud-based Accelerated Transfer Servers.”	9,032,081	May 12, 2015
“System and Method for Sending and/or Receiving Digital Content Based on a Delivery Specification.”	9,692,799	June 27, 2017
“System and Method of Providing Secure Data Transfer.”	9,614,917	April 4, 2017
“System & Method of Providing Secure Data Transfer.”	10,264,078	May 1, 2019
“Systems and Methods for Secure Cloud-based Media File Sharing.”	9,830,330	November 28, 2017
“Systems and Methods for Secure Cloud-based Media File Sharing.”	9,596,216	March 14, 2017
“Cloud-based Authority to Enhance Point-to-Point Data Transfer with Machine Learning.”	16/278,032	February 15, 2019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SIGNIANT	US Trademark Registration No. 2698270, Classes 38 and 42	March 18, 2003
SIGNIANT	Community Trademark Registration No. 011381548, Classes 38 and 42	April 27, 2013
MEDIA SHUTTLE	US Trademark Registration No. 4297918, Classes 9 and 42	March 5, 2013
MEDIA SHUTTLE	Community Trademark Registration No. 011312477, Classes 9 and 42	April 1, 2013
SIGNIANT	Canadian Registration No. TMA585261, Classes 38 and 42	July 15, 2003
SIGNIANT FLIGHT	US Trademark Registration No. 5082791, Classes 9 and 42	November 15, 2016
SIGNIANT FLIGHT	Community Trademark Registration No. 014351902, Classes 9 and 42	July 13, 2015
SIGNIANT JET	Community Trademark Registration No. 018053424, Classes 9 and 42	October 3, 2019
SIGNIANT SHUTTLE	US Trademark Serial No. 88272501, Classes 9 and 42	January 23, 2019
SIGNIANT JET	US Trademark Serial No. 88172513, Classes 9 and 42	October 29, 2018
CONSTELLATION	US Trademark Serial No. 87855820, Class 42	March 29, 2018
SIGNIANT SHUTTLE	Community Trademark No. 018090195, Classes 9 and 42	November 27, 2019
SIGNIANT JET	Canadian Application No. 1958266, Classes 9 and 42	April 18, 2019
SIGNIANT SHUTTLE	Canadian Application No. 1973541, Classes 9 and 42	July 2, 2019
JET + LOGO	US Trademark Serial No. 88675302, Class 42	October 31, 2019

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.