

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUIDANCE SOFTWARE, INC.		08/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4349149	CEIC	
Registration Number:	4275107	FASTBLOC	
Registration Number:	3344239	GUIDANCE SOFTWARE	
Registration Number:	3210226	ENCASE CERTIFIED EXAMINER GUIDANCE SOFTW	
Registration Number:	3045419	ENSCRIPT	
Registration Number:	3938595	ENCEP ENCASE CERTIFIED EDISCOVERY PRACTI	
Registration Number:	3293477	ENCASE	
Registration Number:	3450039	NEUTRINO	
Serial Number:	86301706	ENPOINT	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	VLP Law Group LLP		
Address Line 2:	235 Victoria Dr.		
Address Line 4:	Gilroy, CALIFORNIA 95020		

OP \$240.00 4349149

ATTORNEY DOCKET NUMBER:	SVB-GUIDANCE-TMS
NAME OF SUBMITTER:	Diana Sanchez Bentz
SIGNATURE:	/dsb1068/
DATE SIGNED:	10/14/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and GUIDANCE SOFTWARE, INC. (“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 Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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. Grant of Security Interest. 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 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.

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.

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.

3. 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.

4. 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.

5. 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.

6. 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

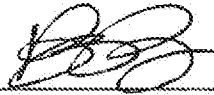
[Signature page follows.]

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:

GUIDANCE SOFTWARE, INC.

Legal Approved
Guidance Software, Inc.
Date: 3/15/2014 Initial: MPH


By: Barry Plaza
Title: CFO

BANK:

SILICON VALLEY BANK

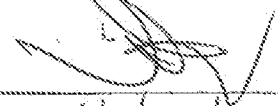

By: Victor Le
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Encase user's manual.	TX0005070284	1999-12-20
Guidance Software presents The ... tax and financial guide: templates for 123. (serial)	TX0001307485	1984-02-08
Encase.	TX0005122101	1999-12-20
EnCase advanced Internet examinations training.	TX0006299797	2005-08-19
EnCase forensic methodology: advanced.	TX0005528692	2001-10-25
EnCase network intrusion investigations training.	TX0006299798	2005-08-19
EnCase training manual: computer crime investigative techniques.	TX0005098603	1999-12-20
Encase training, version 3 training.	TX0005492355	2001-10-12
Encase version 3.	TX0005654444	2001-10-17
EnCase version 3.0 user manual / by Richard Keightley.	TX0005528827	2001-10-12
EnCase windows networking training manual.	TX0006212647	2005-08-19
Guidance Software presents The Real estate guide.	TX0001248015	1983-11-01
Guidance Software presents The Real estate guide: templates for 123.	TX0001281536	1984-02-09
Houseware production: version 1 / by Steve Block [i.e. Steven T. Block]	TXu000163699	1984-06-21
Oil production guide.	TX0001318251	1984-02-08

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SEGMENTED GRAPHICAL REVIEW SYSTEM AND METHOD	20140143680 14/024,369	05/22/2014 09/11/2013
ENTERPRISE COMPUTER INVESTIGATION SYSTEM	20130212389 13/757,481	08/15/2013 02/01/2013
ENTERPRISE COMPUTER INVESTIGATION SYSTEM	7,900,044 20080184338 10/936,466	03/01/2011 07/31/2008 09/08/2004
ENTERPRISE COMPUTER INVESTIGATION SYSTEM	8,464,057 12/960,414	06/11/2013 12/03/2010
PASSWORD KEY DERIVATION SYSTEM AND METHOD	8,238,552 12/371,370	08/07/2012 02/13/2009
SYSTEM AND METHOD FOR ENTROPY-BASED NEAR-MATCH ANALYSIS	8,224,848 12/722,482	07/17/2012 03/11/2011
ELECTRONIC DISCOVERY SYSTEM AND METHOD	7,809,686 11/544,534	10/05/2010 10/06/2006
SYSTEM AND METHOD FOR BUILDING AND RETRIEVING A FULL TEXT INDEX	7,752,193 11/851,222	07/06/2010 09/06/2007
SYSTEM AND METHOD FOR SEARCHING FOR STATIC DATA IN A COMPUTER INVESTIGATION SYSTEM	7,711,728 11/315,761	05/04/2010 12/21/2005
AUTOMATIC RECONNECT AND REACQUISITION IN A COMPUTER INVESTIGATION SYSTEM	7,275,176 11/590,370	09/25/2007 10/30/2006
AUTOMATIC RECONNECT AND REACQUISITION IN A COMPUTER INVESTIGATION SYSTEM	7,168,000 20060259626 11/378,948	01/23/2007 11/16/2006 03/16/2006
ENTERPRISE COMPUTER INVESTIGATION SYSTEM	6,792,545 20030236993 10/176,349	09/14/2004 12/25/2003 06/20/2002
PHONE HOME SERVLET IN A COMPUTER INVESTIGATION SYSTEM	20080082672 11/862,674	04/03/2008 09/27/2007
Workflow collaboration in a forensic investigations system	20090171961 12/005,695	07/02/2009 12/28/2007
SYSTEMS AND METHODS FOR PROCESSING DATA STORED IN DATA STORAGE DEVICES	13/802,419	05/13/2013
SYSTEM AND METHOD FOR COLLECTING FORENSIC DATA VIA A MOBILE DEVICE	14/192,846	02/27/2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENPOINT	86301706	06/05/2014
CEIC	4349149	06/11/2013
FASTBLOC	4275107	01/15/2013
GUIDANCE SOFTWARE	3344239	11/27/2007
ENCASE CERTIFIED EXAMINER GUIDANCE SOFTWARE ENCE	3210226	02/20/2007
ENSCRIPT	3045419	01/17/2006
ENCEP ENCASE CERTIFIED EDISCOVERY PRACTITIONER GUIDANCE SOFTWARE	3938595	03/29/2011
ENCASE	3293477	09/18/2007
NEUTRINO	3450039	06/17/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE