

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKYBOX SECURITY, INC.		10/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY BANK		
Street Address:	300 Park Avenue, 4th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5680944	S SKYBOX SECURITY	
Registration Number:	5261883	TOTAL VISIBILITY. FOCUSED PROTECTION.	
Registration Number:	5083266	S	
Registration Number:	5461570	SKYBOX	
Registration Number:	5425711	SKYBOX	
Registration Number:	5425710	SKYBOX SECURITY	
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@coagencyglobal.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:	1136474 TM		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	10/03/2019		

OP \$165.00 5680944

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 1, 2019 by and between ALLY BANK and SKYBOX SECURITY, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Reference is made to that certain Loan and Security Agreement dated of even date herewith (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) by and among Ally Bank, as a lender, and the other lenders from time to time party thereto (collectively, the "*Lenders*"), Ally Bank in its capacity as administrative and collateral Agent for the Lenders (in such capacity, the "*Agent*") and Grantor.

B. The Lenders have 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 the Loan Agreement.

C. Extension of credit by the Lenders pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

D. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 and all other agreements now existing or hereafter arising between Grantor and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between any Lender and Grantor, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property ((i) including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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), but (ii) excluding licenses of Intellectual Property to Borrower, pursuant to a license which is non-assignable by its terms without the consent of the licensor thereof (but only to the extent such prohibition on assignability is

enforceable under applicable law, including, without limitation, Section 9408 of the Code)), 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.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement 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 Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

SKYBOX SECURITY, INC.

By: 

Name:

Lior Barak

Title:

CFO

Address of Grantor:

2077 Gateway Place, Suite 200
San Jose, CA 95110

Agent:

ALLY BANK

By: 

Name: Alex Weckes

Title: Authorized Signatory

Address of Agent:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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None.

EXHIBIT B**PATENTS**

Description	Patent OR Application Number	Application OR Filing Date
Method for translating product banners	10,409,993	09/10/19
	15/405,314	01/13/17
Method for translating product banners	9,569,201	02/14/17
	13/932,195	07/01/13
Method for simulation aided security event management	9,507,944	11/29/16
	13/847,533	03/20/13
Method, a system, and a computer program product for managing access change assurance	9,088,617	07/21/15
	14/084,736	11/20/13
System, method and computer readable medium for evaluating a security characteristic	8,997,236	03/31/15
	13/567,139	08/06/12
System, method and computer readable medium for evaluating potential attacks of worms	8,904,542	12/02/14
	13/745,807	01/20/13
Method, a system, and a computer program product for managing access change assurance	8,621,552	12/31/13
	12/124,155	05/21/08
System, method and computer readable medium for evaluating a security characteristic	8,239,951	08/07/12
	11/420,588	05/26/06
System and method for risk detection and analysis in a computer network	8,099,760	01/17/12
	11/118,308	04/28/05

Description	Patent OR Application Number	Application OR Filing Date
System and method for risk detection and analysis in a computer network	6,952,779	10/04/05
	10/262,648	10/01/02
Method for evaluating a network	8,272,061	09/18/12
	11/751,021	05/20/07
System, method and computer readable medium for evaluating potential attacks of worms	8,359,650	01/22/13
	11/829,980	07/30/07
Method for simulation aided security event management	8,407,798	03/26/13
	12/206,076	09/08/08

EXHIBIT C
TRADEMARKS

Mark	Registration/ Serial Number	Registration/ Filing Date
S SKYBOX SECURITY	86857500	12/22/15
	5680944	02/19/19
TOTAL VISIBILITY. FOCUSED PROTECTION.	86857495	12/22/15
	5261883	08/08/17
S	86709893	07/30/15
	5083266	11/15/16
SKYBOX	85827341	01/18/13
	5461570	05/08/18
SKYBOX	85827273	01/18/13
	5425711	03/20/18
SKYBOX SECURITY	85827217	01/18/13
	5425710	03/20/18