

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeroFox, Inc.		01/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank		
Street Address:	8000 Maryland Avenue		
Internal Address:	Suite 100		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Bank: MISSOURI		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4559711		
Registration Number:	5810291		
Registration Number:	5993602	TAKEDOWN-AS-A-SERVICE	
Registration Number:	4559694	ZEROFOX	
Registration Number:	5817051	ZEROFOX	
Registration Number:	5817052	ZEROFOX	
Registration Number:	2292671	CYVEILLANCE	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	(919) 838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire/ Smkth Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		

CH \$190.00 4559711

DATE SIGNED:	02/02/2021
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Total Attachments: 9

- source=Stifel - ZeroFox, Inc. - IPSA for as filed for TM#page1.tif
- source=Stifel - ZeroFox, Inc. - IPSA for as filed for TM#page2.tif
- source=Stifel - ZeroFox, Inc. - IPSA for as filed for TM#page3.tif
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- source=Stifel - ZeroFox, Inc. - IPSA for as filed for TM#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 7, 2021 by and between STIFEL BANK ("Bank") and ZEROFOX, INC. ("Grantor").

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 Loan and Security Agreement by and between Bank and Grantor dated as of January 7, 2021 (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and 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 Collateral (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), 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

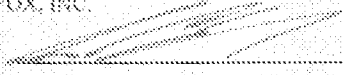
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1234 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
E-mail: tim@zerofox.com
Telephone: 855-936-9369

GRANTOR:

ZEROFOX, INC.

By: 

Name: James C. Foster

Title: Chief Executive Officer and President

WITNESS:

By: _____

Title: Corporate Secretary

BANK:

STIFEL BANK

By: _____

Name: _____

Title: _____

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Nathaniel Stone

[Signature Page to IPSA]

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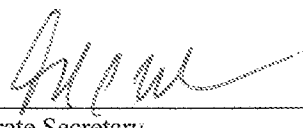
1834 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
E-mail: tim@zerofox.com
Telephone: 855-936-9369

GRANTOR:

ZEROFOX, INC.

By: _____
Name: James C. Foster
Title: Chief Executive Officer and President

WITNESS:

By:  _____
Title: Corporate Secretary

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Nathaniel Stone

BANK:

STIFEL BANK

By: _____
Name: _____
Title: _____

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1834 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
E-mail: tim@zerofox.com
Telephone: 855-936-9369

ZEROFOX, INC.

By: _____

Name: _____

Title: _____

WITNESS:

By: _____

Title: Corporate Secretary

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Nathaniel Stone

STIFEL BANK

By:  _____

Name: James C. Binz

Title: Executive Vice President/CCO

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Patent No. Issue Date</u>
Social network scanning	14218522 2014-03-18	9055097 2015-06-09
Protecting against suspect social entities	14327068 2014-07-09	9191411 2015-11-17
Social threat scoring	14445203 2014-07-29	9027134 2015-05-05
Social network security monitoring	14566971 2014-12-11	9544325 2017-01-10
Social Network Security Monitoring	15401691 2017-01-09	10491623 2020-02-17
Social network profile data removal	14690804 2015-04-20	9674214 2017-06-06
Social network data removal	14690677 2015-04-20	9674212 2017-06-06
Identification of Vulnerability to Social Phishing	15207052 2016-07-11	10516567 2019-12-24
Identification of Vulnerability to Social Phishing	16686834 2019-11-18	(20200092164)
End User Social Network Protection Portal	15883589 2018-01-30	(20180218157)
Methods For Automated Social Phishing	15944254 2018-04-03	(20190014148)
Social Media Rule Engine	15944176 2018-04-03	(20180288070)
Organizational Social Threat Reporting	16050891 2018-07-31	10,868,824 2020-12-15
Social Network Page Protection	16050922 2018-07-31	(20190036937)
Social threat correlation	15998423 2018-08-15	(20190058721)
Malicious social media account identification	15998930 2018-08-17	(20190068632)
Troll Account Detection	16118678 2018-08-31	(20190065748)
Automated Social Account Removal	16167947 2018-10-23	(20190124109)

Methods and Systems for Enriching Data	[TBD] 2019-10	[TBD]
System and Methods for Managing High Volumes of Alerts	[TBD] 2019-11	[TBD]
Methods and Systems for Detecting DeepFakes	[TBD] 2019-11	[TBD]
Methods and System for Misuse Detection	12/436,380 2009-05-06	9148445 2015-09-29
Methods and System for Misuse Detection	14/752,584 2015-06026	9769184 2017-09-19
Method and System for Misuse Detection (Continuation of 9148445)	14/868,057 2015-09-28	9985978 2018-05-29
Information Security Apparatus and Methods for Credential Dump Authenticity Verification	15/019,259 2016-02-09	9871797 2018-01-16
Information Security Apparatus and Methods for Credential Dump Authenticity Verification	15/811,946 2017-11-14	10574658 2020-02-25
Information Security Apparatus and Methods for Credential Dump Authenticity Verification	EP17155497.5A 2017-02-09 Corresponds to US15/019,259 (active)	European Patent 3206133A1 2018-07-18
Méthode et appareil pour la gestion de métriques de menace pour déterminer le risque de perte due a la compromission d'une entité dans une organisation	EP17209170.4A 2017-12-20 Corresponds to US15/395,960 (abandoned)	European Patent 3343867A1 2020-02-05
Procédés et appareil d'un système immuable de renseignement sur les menaces	EP17198402.4A 2016-10-26 Corresponds to US15/335,275 (active)	European Patent 3316175A1 2020-09-23




EXHIBIT C

Trademarks

U.S. TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
Design Only 	42	86110460 05-NOV-2013	4559711 01-JUL-2014	Registered.
Design Only 	35, 41, 42, 45	87912061 08-MAY-2018	5810291 23-JUL-2019	Registered.
TAKEDOWN-AS-A-SERVICE	35, 41, 42, 45	88070747 08-AUG-2018	5993602 25-FEB-2020	Registered.
ZEROFOX	42	86110027 04-NOV-2013	4559694 01-JUL-2014	Registered.
ZEROFOX	35, 41, 42, 45	87912007 08-MAY-2018	5817051 30-JUL-2019	Registered.
ZEROFOX 	35, 41, 42, 45	87912036 08-MAY-2018	5817052 30-JUL-2019	Registered.
CYVEILLANCE	42	75559442 23-SEP-1998	2292671 16-NOV-1999	Registered.
CYVEILLANCE EYE				Not Registered

FOREIGN TRADEMARKS

Country	Mark	Class(es)	Filing Date	Registration Date	Comments
Chile	Design Only	42	1219208 26-AUG-2016	1232937 5-JAN-2017	Registered.
					
Chile	ZEROFOX	42	1219213 26-AUG-2016	1242171 31-MAR-2017	Registered.
European Union	Design Only	41, 42, 45	17897874 10-MAY-2018	17897874 11-OCT-2018	Registered.
					
European Union	ZEROFOX	41, 42, 45	17897872 10-MAY-2018	17897872 11-OCT-2018	Registered.
European Union	ZEROFOX	41, 42, 45	17897873 10-MAY-2018	17897873 11-OCT-2018	Registered.
					
United Kingdom	ZEROFOX	41, 42, 45	3325689 19-JUL-2018	3325689 12-OCT-2018	Registered.