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TO: JIHAN A.R. JENKINS COMPANY: TROUTMAN SANDERS, LLP

07/21/2011

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7-15-11

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entry Type
VENAFI INCORPORATED		07/14/2011	CORPORATION
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	380 INTERLOCKEN CRESCENT		
Internal Address:	SUITE 600		
City:	BROOMFIELD		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION, CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3035790	VENAFI	
Registration Number:	2935774	AUTOCERT	
Serial Number:	76547182	IMCENTRIC	
Serial Number:	76547181	SECURE CLIENT	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6729		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	jihan.jenkins@troutmansanders.com		
Correspondent Name:	JIHAN A.R. JENKINS		
Address Line 1:	TROUTMAN SANDERS, LLP		
Address Line 2:	600 PEACHTREE STREET NE		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001260		
NAME OF SUBMITTER:	Jihan A.R. Jenkins		

OP: \$115.00 3035790

Serial Number: 76547181 SECURE CLIENT

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Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	07/15/2011
Total Attachments: 8. source=SVB_Venafi Inc (Executed Intellectual Property Security Agr)#page1.tif source=SVB_Venafi Inc (Executed Intellectual Property Security Agr)#page2.tif source=SVB_Venafi Inc (Executed Intellectual Property Security Agr)#page3.tif source=SVB_Venafi Inc (Executed Intellectual Property Security Agr)#page4.tif source=SVB_Venafi Inc (Executed Intellectual Property Security Agr)#page5.tif source=SVB_Venafi Inc (Executed Intellectual Property Security Agr)#page6.tif source=SVB_Venafi Inc (Executed Intellectual Property Security Agr)#page7.tif source=SVB_Venafi Inc (Executed Intellectual Property Security Agr)#page8.tif	

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TO: JIHAN A.R. JENKINS COMPANY: TROUTMAN SANDERS LLP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 14, 2011 by and between SILICON VALLEY BANK, a California corporation ("Bank") and VENAFL, 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 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). 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

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

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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 service-mark 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.

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.

[Signature Page Follows.]

(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.

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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:

VENAFI

126 W. Sego Lily Drive 15/2011 1:19:01 PM PAGE 7/013 Fax Server
Suite 126
Sandy, Utah 84070

Attn: Jeff Hudson, Chief Executive Officer

GRANTOR:

VENAFI, INC.

By: [Signature]
Name: Jeff Hudson
Title: CEO

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021

Attn: Joe Camacho, Relationship Manager

BANK:

SILICON VALLEY BANK

By: [Signature]
Name: Joe Camacho
Title: Relationship Manager

126 W. Sego Lily Drive

380 Interlocken Crescent, Suite 600

SILICON VALLEY BANK

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EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

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EXHIBIT B

Patents

Title	Patent/Patent Application Number (Publication Number)	Issue/Filing Date	Owner/ Assignee
METHOD OF AGGREGATING MULTIPLE CERTIFICATE AUTHORITY SERVICES	7,937,583	05/03/2011	Venafi, Inc.
PROGRAM PRODUCT FOR UNIFIED CERTIFICATE REQUESTS FROM CERTIFICATE AUTHORITIES	7,698,549	04/13/2010	Venafi, Inc.
METHOD TO AUTOMATE THE RENEWAL OF DIGITAL CERTIFICATES	7,653,810	01/26/2010	Venafi, Inc.
AUTOMATED DIGITAL CERTIFICATE RENEWER	7,650,497	01/19/2010	Venafi, Inc.
RENEWAL PRODUCT FOR DIGITAL CERTIFICATES	7,650,496	01/19/2010	Venafi, Inc.
METHOD OF AGGREGATING MULTIPLE CERTIFICATE AUTHORITY SERVICES	7,563,095	07/28/2009	Venafi, Inc.
APPARATUS FOR ACCEPTING CERTIFICATE REQUESTS AND SUBMISSION TO MULTIPLE CERTIFICATE AUTHORITIES	7,413,597	08/20/2008	Venafi, Inc.
SOFTWARE PRODUCT FOR INSTALLING SSL CERTIFICATES TO SSL- ENABLED DEVICES	10/917,845	08/11/2004	Venafi, Inc.
AUTOMATED SSL CERTIFICATE INSTALLERS	10/917,958	08/11/2004	Venafi, Inc.
PROGRAM PRODUCT FOR MAINTAINING CERTIFICATE ON CLIENT NETWORK DEVICES	10/917,960	08/11/2004	Venafi, Inc.
METHOD FOR DISCOVERING DIGITAL CERTIFICATES IN A NETWORK SERVICES	10/917,961	08/11/2004	Venafi, Inc.

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SYSTEM FOR DISCOVERING SSL-ENABLED NETWORK DEVICES AND CERTIFICATES	10/917,962	08/13/	004	Venafi, Inc.
PROGRAM PRODUCT FOR DISCOVERING ENTERPRISE CERTIFICATES	10/917,963	08/13/	004	Venafi, Inc.
REMOTE MANAGEMENT OF CLIENT INSTALLED DIGITAL CERTIFICATES	10/917,964	08/13/	004	Venafi, Inc.
METHOD FOR AUTOMATED INSTALLATION OF DIGITAL CERTIFICATES TO NETWORK SERVERS	10/917,965	08/13/	004	Venafi, Inc.
PROCESSING APPARATUS FOR MONITORING AND RENEWING DIGITAL CERTIFICATES	10/913,325	08/13/	004	Venafi, Inc.
MANAGEMENT OF SSL/TLS CERTIFICATES	10/913,667	08/13/	004	Venafi, Inc.
PRODUCT FOR MANAGING AND MONITORING DIGITAL CERTIFICATES	10/918,707	08/13/	004	Venafi, Inc.
APPARATUSES FOR AUTHENTICATING CLIENT DEVICES WITH CLIENT CERTIFICATE MANAGEMENT	10/918,710	08/13/	004	Venafi, Inc.

APPARATUSES FOR AUTHENTICATING CLIENT DEVICES WITH CLIENT CERTIFICATE MANAGEMENT 10/918,710 08/13/004 Venafi, Inc.

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Application Number</u>	<u>Registration/ Application Date</u>
VENAFI (Registered)	3,035,790	12/27/2005
AUOCERT (Registered)	2,935,774	03/29/2005
IMCENTRIC (Abandoned)	76/547,182	09/26/2003
SECURE CLIENT (Abandoned)	76/547,182	09/26/2003
THE VENAFI LOGO		
ENTERPRISE ENCRYPTION MANAGEMENT		
EEM		
TURN IT ON WITH EEM		
SERVER ENCRYPTION MANAGER		
CLIENT ENCRYPTION MANAGER		
ENCRYPTION. MANAGED.		
SIMON THE IT DUMMY		
DON'T BE A DUMMY		

AUOCERT (Registered)	2,935,774	03/29/2005
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CLIENT ENCRYPTION MANAGER		
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EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

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