

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Forescout Technologies, Inc.
 10001 N. De Anza Blvd. Ste 220
 Cupertino, CA 95014

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State: CA
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
 Additional name(s) of conveying parties attached? Yes No

Name: **Gold Hill Capital 2008, LP**

Internal Address:

Street Address: **One Almaden Blvd., Suite 630**

City: **San Jose**
 State: **CA**
 Country: **USA**
 Zip: **95113**

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **October 24, 2012**

Assignment Merger
 Security Agreement Change of Name

Other:

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : **United States, Delaware**
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3137792
 3137793
 3226968

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-udsalbany@wolterskluwer.com**

6. Total number of applications and registrations involved: **3**


7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 90.00**

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **1640**
 Expiration Date **10/13**

b. Deposit Account Number
 Authorized User Name

9. Signature: 
 Signature
Joseph D Borgman
 Name of Person Signing

Date: 10-25-12

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

OP \$90.00 313779

Name and address of additional party(ies):

Silicon Valley Bank

2400 Hanover Street

Palo Alto, CA 94304

USA

Citizenship: United States, California

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between GOLD HILL CAPITAL 2008, LP and SILICON VALLEY BANK (collectively, "Secured Parties") and FORESCOUT TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Secured Parties 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 that certain Loan and Security Agreement by and between Secured Parties 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). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Parties 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 Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Parties 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 Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties 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 Secured Parties 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 Secured Parties, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 004893 FRAME: 0390

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
METHOD FOR AUTOMATIC INTRUSION DETECTION AND DEFLECTION IN A NETWORK	6363489	03/28/2002
METHOD AND DEVICE FOR DETERMINING NETWORK DEVICE STATUS	60890195	02/16/2007
A METHOD APPARATUS AND SYSTEM FOR END-SYSTEM NETWORK INTEGRITY POLICY	60890196	02/16/2007
METHOD AND SYSTEM FOR DYNAMIC SECURITY USING AUTHENTICATION SERVER	60890198	02/16/2007
METHOD AND SYSTEM DETECTION OF UNAUTHORIZED WIRELESS ACCESS POINTS	60890199	02/16/2007
METHOD AND SYSTEM FOR DETECTION OF NAT DEVICES IN A NETWORK	8254286	08/28/2012

PATENT APPLICATIONS

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
SYSTEM AND METHOD FOR DETECTION OF RECONNAISSANCE ACTIVITY IN NETWORKS	10902865	08/02/2004
METHOD AND DEVICE FOR DETERMINING NETWORK DEVICE STATUS	12526957	08/13/2009
METHOD AND SYSTEM FOR DYNAMIC SECURITY USING AUTHENTICATION SERVER	12527426	08/16/2009

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Serial Number</u>	<u>Registration/ Number</u>	<u>Registration/ Application Date</u>
ACTIVESCOUT	78126968	3137792	09/05/2006
FORESCOUT	78126971	3137793	09/05/2006
COUNTERACT	78742532	3226968	04/10/2007

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

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:

Address of Grantor:

FORESCOUT TECHNOLOGIES, INC.

10001 North De Anza Blvd., Suite 220
Cupertino, CA 95014

By: _____

Attn:

Title: _____

SECURED PARTIES:

Address of Secured Party:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

One Almaden Blvd., Suite 620
San Jose, CA 95113

By: _____

Attn: Glenn Marzigan

Title: _____

Address of Secured Party:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, CA 94304

By: *G. J. Jhal*

Attn: Aman Jhal

Title: RELATIONSHIP MANAGER

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:

Address of Grantor:

FORESCOUT TECHNOLOGIES, INC.

10001 North De Anza Blvd., Suite 220
Cupertino, CA 95014

By: _____

Attn:

Title: _____

SECURED PARTIES:

Address of Secured Party:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

One Almaden Blvd., Suite 630
San Jose, CA 95119

By:  _____

Attn: Glenn Marasigan

Title: Glenn Marasigan
Associate

Gold Hill Capital

Address of Secured Party:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, CA 94304

By: _____

Attn: Aman Johal

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.

Address of Grantor:

10001 North De Anza Blvd., Suite 220
Cupertino, CA 95014

Attn:

GRANTOR:

FORESCOUT TECHNOLOGIES, INC.

By: Tom Lunn

Title: CEO

Address of Secured Party:

One Almaden Blvd., Suite 630
San Jose, CA 95113

Attn: Glenn Marsigan

SECURED PARTIES:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

By: _____

Title: _____

Address of Secured Party:

2400 Hangover Street
Palo Alto, CA 94304

Attn: Aman Johel

SILICON VALLEY BANK

By: _____

Title: _____