#### 900239708 11/28/2012

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LUMENSION SECURITY, INC.		11/27/2012	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: 4

Property Type	Number	Word Mark
Registration Number:	2744325	CORETRACE
Registration Number:	3856462	PLANET ANTIVIRUS
Registration Number:	3873781	CORETRACE BOUNCER
Serial Number:	85535452	BOUNCER

## **CORRESPONDENCE DATA**

8585506420 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 858-550-6403

erin.obrien@cooley.com Email:

Correspondent Name: Erin O'Brien Address Line 1: c/o Cooley LLP Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 194491-1321 LUMENSION

**TRADEMARK** 

REEL: 004908 FRAME: 0609

NAME OF SUBMITTER:	Erin O'Brien	
Signature:	/Erin O'Brien/	
Date:	11/28/2012	
Total Attachments: 7 source=Lumension signed IPSA 060811#page1.tif source=Lumension signed IPSA 060811#page2.tif source=Lumension signed IPSA 060811#page3.tif source=Lumension signed Addendum to IPSA 112712#page1.tif		

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TRADEMARK REEL: 004908 FRAME: 0610

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2011 (the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and LUMENSION SECURITY, INC., a Delaware corporation ("Grantor").

### RECUTALS

- 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 (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 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 colluteral 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 Collateral (including without limitation those Copyrights listed on Schedule A 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.

1.

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:

8660 East Hartford Drive, Suite 300 Scottsdale, AZ 85255

Auto: Legal Department

Address of Bank:

3003 Tasman Drive Santa Clara, CA 95054-1191

Attn: File Room

GRANTOR:

LUMENSION SECURITYSING.

By: CFD

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: Pelationship Manager

# Exhibit A COPYRIGHTS

Type of Work:
Registration Number / Date:
Application Title:
Title:
Description:
Notes:
Copyright Claiment:
Year of Completion:
Basis of Claim:
Name:

Computer File

Lumension Risk Manager version 4.2
Lumension Risk Manager version 4.2
Computer program
Printout only deposited
Lumension Security, Inc.
2011
New Matter: program text and screens
Lumension Security, Inc.

945719 v2/HN

# ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT is executed pursuant to, and is an addendum to, an Intellectual Property Security Agreement, dated June 8, 2011. This Addendum to Intellectual Property Security Agreement is presented for recordation as constructive notice that LUMENSION SECURITY, INC. ("Assignor"), with its principal office at 8660 East Hartford Drive, Suite 300, Scottsdale, AZ 85255, the owner of the intellectual property identified in the exhibits attached hereto, has granted to SILICON VALLEY BANK ("Assignee"), with its principal office at 3003 Tasman Drive, Santa Clara, CA 95054, a security interest in the intellectual property, and the exclusive rights comprised in the intellectual property, to secure payment of a debt.

IN WITNESS WHEREOF, Assignor has executed this Addendum to Intellectual Property Security Agreement as of November 27, 2012.

LUMENSION SECURITY, INC.	
By: Column	_
Name: Collun Shannon	
Title:	

Exhibit "A" attached to that certain Addendum to Intellectual Property Security Agreement dated November 27, 2012.

## EXHIBIT "A"

## **COPYRIGHTS**

## **SCHEDULE A - ISSUED COPYRIGHTS**

COPYRIGHT	REGISTRATION	DATE OF
DESCRIPTION	NUMBER	ISSUANCE
		<del></del>

NONE

## SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION Number	DATE OF FILING	DATE OF CREATION	FIRST DATE OF PUBLIC DISTRIBUTION	_
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NONE

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

DESCRIPTION CREATION DISTRIBUTION FROM ASSIGNOR ASSIGNOR

Exhibit "B" attached to that certain Addendum to Intellectual Property Security Agreement dated November 27, 2012.

## Ехнівіт "В"

## **PATENTS**

Patent	Application / Patent Number	Application / Issue Date
Kernel-based network security infrastructure	U.S. Patent No. 7,398,389	07/08/08
Method and system for license management	U.S. Patent No.7,711,952	05/04/10
Policy-based whitelisting with system change management based on trust framework	U.S. Patent Application No. 12/695,816	01/28/10
Information security techniques including library indicative information encoding check for detection, interdiction and/or mitigation of memory injection attacks	U.S. Patent Application No. 61/625,544	04/17/12
Information security techniques including valid mapping checks for detection, interdiction, and/or mitigation of memory injection attacks	U.S. Patent Application No. 61/625,541	04/17/12

Exhibit "C" attached to that certain Addendum Intellectual Property Security Agreement dated November 27, 2012.

## Ехнівіт "С"

## TRADEMARKS

Serial / Registration Number	Application / Registration Date
2,744,325	07/09/03
3,856,462	10/05/10
3,873,781	11/09/10
85/535,452	02/07/12
	2,744,325 3,856,462 3,873,781

**RECORDED: 11/28/2012**