

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-----------------------|
| CORE SDI, INC. | | 08/02/2013 | CORPORATION: DELAWARE |
| CORE SECURITY TECHNOLOGIES, INC. | | 08/02/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------------|
| Name: | MULTIPLIER CAPITAL, LP |
| Street Address: | 2 WISCONSIN CIRCLE, SUITE 700 |
| City: | CHEVY CHASE |
| State/Country: | MARYLAND |
| Postal Code: | 20815 |
| Entity Type: | LIMITED PARTNERSHIP: CALIFORNIA |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Serial Number: | 85668473 | CLOUDINSPECT |
| Registration Number: | 3101077 | CORE FORCE |
| Registration Number: | 2921112 | CORE IMPACT |
| Serial Number: | 85667390 | CORE INSIGHT |
| Registration Number: | 3107152 | CORE SECURITY |
| Registration Number: | 3080058 | CORE WISDOM |
| Registration Number: | 3073887 | CORELABS |
| Serial Number: | 85668532 | WEBVERIFY |

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2023704761

OP \$215.00 85668473

Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | L072256 |
| NAME OF SUBMITTER: | Robin Dunn |
| Signature: | /Robin Dunn/ |
| Date: | 08/23/2013 |

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **August 2, 2013** by and between **Multiplier Capital, LP** ("Multiplier") and **Core SDI, Inc.**, a Delaware corporation, and **Core Security Technologies, Inc.**, a Delaware corporation (jointly and severally "Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated August 2, 2013 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its Obligations, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Multiplier with at least 15 days prior written notice thereof, (ii) providing Multiplier with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Multiplier may reasonably request from time to time to perfect or continue the perfection of Multiplier's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this

Agreement or a Supplement hereto in form acceptable to Multiplier identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Multiplier.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signatures on Next Page]

Address of Grantor:

41 Farnsworth Street
Boston, Massachusetts 02210

Core Security Technologies, Inc.

By



Name: Mark Hatton

Title: Chief Executive Officer and
President

Address of Grantor:

41 Farnsworth Street
Boston, Massachusetts 02210

Core SDI, Inc.

By



Name: Mark Hatton

Title: Chief Executive Officer and
President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005097 FRAME: 0194

Address of Grantor:

41 Farnsworth Street
Boston, Massachusetts 02210

Core Security Technologies, Inc.

By _____
Name: Mark Hatton
Title: Chief Executive Officer and
President

Address of Grantor:

41 Farnsworth Street
Boston, Massachusetts 02210

Core SDI, Inc.

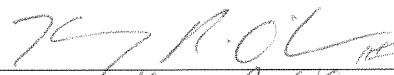
By _____
Name: Mark Hatton
Title: Chief Executive Officer and
President

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By: Multiplier Capital GP, LLC,
Its General Partner

By  _____
Name: Henry R. O'Connor, III
Title: Managing Member

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005097 FRAME: 0195

SCHEDULE A

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|----------------------|---|---|
| CLOUDINSPECT | 85/668,473 | 7/3/2012 |
| CORE FORCE | 3,101,077 | 6/6/2006 |
| CORE IMPACT | 824217640 (Brazil) | 6/7/2011 |
| CORE IMPACT | 2,921,112 | 1/25/2005 |
| CORE INSIGHT | 85/667,390 | 7/2/2012 |
| CORE SECURITY | 3,107,152 | 6/20/2006 |
| CORE WISDOM | 3,080,058 | 4/11/2006 |
| CORELABS | 3,073,887 | 3/28/2006 |
| WEBVERIFY | 85/668,532 | 7/3/2012 |

SCHEDULE B

Patents and Patent Applications

| <u>Description</u> | <u>Patent/ Application Number</u> | <u>Issued/ Application Date</u> |
|---|---|---|
| AUTOMATED COMPUTER SYSTEM SECURITY COMPROMISE | | |
| UNITED STATES | 7,228,566 | 6/5/2007 |
| CANADA | 2,453,550 | 7/10/2002 |
| SWITZERLAND | 1417603 | 11/18/2009 |
| CZECH REPUBLIC | 1417603 | 11/18/2009 |
| DENMARK | 1417603 | 11/18/2009 |
| ESTONIA | 1417603 | 11/18/2009 |
| EUROPEAN PATENT | 1417603 | 11/18/2009 |
| FINLAND | 1417603 | 11/18/2009 |
| FRANCE | 1417603 | 11/18/2009 |
| UNITED KINGDOM | 1417603 | 11/18/2009 |
| ITALY | 1417603 | 11/18/2009 |
| NETHERLANDS | 1417603 | 11/18/2009 |
| SWEDEN | 1417603 | 11/18/2009 |
| UNITED STATES | 7,757,293 | 7/13/2010 |
| SECURITY FRAMEWORK FOR PROTECTING RIGHTS IN COMPUTER SOFTWARE | | |
| UNITED STATES | 7,549,147 | 6/16/2009 |
| SYSTEM AND METHOD FOR PROBABILISTIC ATTACK PLANNING | | |
| CANADA | 2,773,461 | 9/8/2010 |
| EUROPEAN PATENT | 10769104.0 | 9/8/2010 |
| UNITED STATES | 8,490,193 | 7/16/2013 |
| ESTABLISHING AND ENFORCING SECURITY AND PRIVACY POLICIES IN WEB-BASED APPLICATIONS | | |
| UNITED STATES | 7,831,995 | 11/9/2010 |
| UNITED STATES | 8,146,135 | 3/27/2012 |
| SYSTEM AND METHOD FOR SIMULATING COMPUTER NETWORK ATTACKS | | |
| CANADA | 2,691,666 | 6/26/2008 |

TRADEMARK

REEL: 005097 FRAME: 0197

| | | |
|-----------------|------------|-----------|
| EUROPEAN PATENT | 08781033.9 | 6/26/2008 |
| UNITED STATES | 8,356,353 | 1/15/2013 |

**DISTRIBUTED COMPUTING USING
SYSCALL PROXYING**

| | | |
|---------------|-----------|-----------|
| UNITED STATES | 7,277,937 | 10/2/2007 |
|---------------|-----------|-----------|

**SYSTEM AND METHOD FOR EXTENDING AUTOMATED PENETRATION
TESTING TO DEVELOP AN INTELLIGENT AND COST-EFFICIENT SECURITY
STRATEGY**

| | | |
|-----------------|------------|-----------|
| CANADA | 2,768,193 | 8/5/2010 |
| EUROPEAN PATENT | 10807189.5 | 8/5/2010 |
| UNITED STATES | 8,490,196 | 7/16/2013 |

**SYSTEM AND METHOD FOR PROVIDING APPLICATION PENETRATION
TESTING**

| | | |
|-----------------|------------|----------|
| CANADA | 2,679,967 | 3/6/2008 |
| EUROPEAN PATENT | 08731576.8 | 3/6/2008 |
| UNITED STATES | 8,484,738 | 7/9/2013 |

**SYSTEM AND METHOD FOR PROVIDING AUTOMATED COMPUTER SECURITY
COMPROMISE AS A SERVICE**

| | | |
|------|----------------|----------|
| WIPO | PCT/US12/40911 | 6/5/2012 |
|------|----------------|----------|

SYSTEM AND METHOD FOR PROVIDING NETWORK PENETRATION TESTING

| | | |
|---------------|-----------|-----------|
| UNITED STATES | 8,365,289 | 1/29/2013 |
|---------------|-----------|-----------|

**SYSTEM, METHOD AND COMPUTER READABLE MEDIUM FOR PROVIDING
NETWORK PENETRATION TESTING**

| | | |
|-----------------|------------|------------|
| EUROPEAN PATENT | 08832212.8 | 04/14/2008 |
|-----------------|------------|------------|

SCHEDULE C

Copyrights Registered with the United States Copyright Office

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
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None.