

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Guardian, Inc.	FORMERLY Verdasys Inc.	12/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78227169	DIGITAL GUARDIAN	
Registration Number:	2968543	VERDASYS	
Registration Number:	3602365	GOODWARE	
Registration Number:	3502803	SITETRUST	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1-1053		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	04/02/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 31, 2014 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and DIGITAL GUARDIAN, INC. (formerly known as Verdasys Inc.), a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 31, 2011 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VERDASYS, INC.

By: _____

Name: _____

Title: _____

Paul Smith

Paul Smith

CFO

LENDER:

BRIDGE BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Chris Pedino

Chris Pedino

SUP

Address for Notices:

Digital Guardian, Inc.

860 Winter Street, Suite 3

Waltham, MA 02451-1414

Attn: Chris Pedino

FAX: (781) 788-8188

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax: (408) 282-1681

2/2/01

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre-registered?

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

Description	U.S. Serial Number:	U.S. Registration Number:	Application Date	Registration Date
DIGITAL GUARDIAN	78/227,169		03/18/03	
VERDASYS	78/291,716	2,968,543	08/25/03	07/12/05
GOODWARE	77/563,431	3,602,365	09/08/08	04/07/09
SIETRUST	77/274,303	3,502,803	09/07/07	09/16/08

EXHIBIT C

PATENTS

Please Check if No Patents Exist :

<u>Title:</u>	<u>Application Number:</u>	<u>Patent Number:</u>	<u>Application Date:</u>	<u>Issue Date:</u>
Digital asset usage accountability via event journaling	12/316,125	7,934,091	12/09/08	04/26/11
Managed distribution of digital assets	10/706,871	7,814,021	11/12/03	10/12/10
Application instrumentation and monitoring	10/995,020	7,496,575	11/22/04	02/24/09
Identifying history of modification within large collections of unstructured data	10/738,924	7,490,116	12/17/03	02/10/09
Digital assets usage accountability via event journaling	10/716,336	7,472,272	11/18/03	12/30/08
Adaptive transparent encryption	11/510,891	7,409,547	08/28/06	08/05/08
Adaptive transparent encryption	10/750,321	7,100,047	12/31/03	08/29/06
Identifying similarities within large collections of unstructured data	10/738,919	6,947,933	12/17/03	09/20/05
Ensuring trusted transactions with compromised customer machines	12/011,475		01/25/08	