

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Invincea, Inc.		03/25/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>Internal Address:</b>	Attn: National Documentation Services		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86070334	FREESPACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>			
<b>Phone:</b>	858-677-1400		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	329034-697		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>SIGNATURE:</b>	/s/ Troy Zander		
<b>DATE SIGNED:</b>	04/17/2015		
<b>Total Attachments: 6</b>			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
(Invincea, Inc.)

This Amended and Restated Intellectual Property Security Agreement (the "Agreement") is entered into as of March 25, 2015 by and between COMERICA BANK ("Bank") and INVINCEA, INC., a Delaware corporation ("Grantor") and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Grantor and Secured Part, dated as of January 23, 2013 (the "Original IP Security Agreement").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and Invincea Labs, LLC ("Co-Borrower") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement among Bank, Co-Borrower and Grantor dated as of March 25, 2015 (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.

B. Bank is willing to make the Loans to Grantor and Co-Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations.

C. 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. To secure the Obligations, 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, Patents and Trademarks listed on Exhibits A, B and C 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.

2. 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.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Security Agreement. All security interests granted under the Original

IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement and the Loan Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

3975 University Drive  
Suite 460  
Fairfax, VA 22030  
Attn: Dana Duffy

GRANTOR:

INVINCEA, INC.

By: *Dana Duffy*

Title: *CEO*

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

BANK:

COMERICA BANK

By: *Monty Bragg*

Title: *VP*

with a copy to:

Comerica Bank  
Tysons Tower  
7900 Tysons One Place, Ste. 225  
McLean, VA 22102  
Attn: National Documentation Services

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

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TRADEMARK  
REEL: 005499 FRAME: 0406

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

Title	Appl. No.	Filing Date	Reg. No.	Reg. Date
Methods and apparatus for control and detection of malicious content using a sandbox environment	13690452	11/30/12	N/A	N/A

**EXHIBIT C**

**Trademarks**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
FREESPACE	86070334	9/20/13	N/A	N/A
INVINCEA	85029830	5/4/10	3893547	12/21/10

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