# СН \$90.00 3359

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM344148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALERT LOGIC, INC.		06/04/2014	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SQUARE 1 BANK, AS AGENT
Street Address:	406 BLACKWELL STREET
Internal Address:	SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3359787	A
Registration Number:	3352417	ALERTLOGIC
Serial Number:	86390569	ALERT LOGIC CLOUD DEFENDER

#### **CORRESPONDENCE DATA**

**Fax Number:** 9193541278

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.

**Phone:** 919-314-3086

**Email:** loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
SIGNATURE:	/lee conner-alp/
DATE SIGNED:	06/10/2015

## **Total Attachments: 6**

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# AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 4, 2014 by and between SQUARE 1 BANK, AS AGENT ("Agent") and ALERT LOGIC, INC., a Delaware corporation ("Grantor").

#### RECITALS

- A. Square I Bank and Grantor have entered into an Intellectual Property Security Agreement dated July 24, 2009. This Amended and Restated Intellectual Property Security Agreement amends and restates such Intellectual Property Security Agreement in its entirety.
- B. The Lenders (as defined in the Loan Agreement) 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 Amended and Restated Loan and Security Agreement by and between Agent, the Lenders, and Grantor dated of even date herewith (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).
- C. The Lenders are willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest (for the benefit of the Lenders) in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- **D.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent (for the benefit of the Lenders) 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 and all other agreements now existing or hereafter arising between Grantor and the Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Agent and Grantor, Grantor grants and pledges to Agent (for the benefit of the Lenders) 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 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 (collectively, "Intellectual Property Collateral").

1.

This security interest is granted in conjunction with the security interest granted to Agent (for the benefit of the Lenders) under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 remedies provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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 Agent, of any or all other rights, powers or remedies.

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.

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.

OTHER SPRING

	GICANTON
Address of Grantor;	ALERT LOGIC, INC.
1776 Yorktown 7 <sup>th</sup> Floor Houston, TX 77056	By: Vana D. Mu-
	Title:
	**
	AGENT:
Address of Agent:	SQUARE I BANK
406 Blackwell Street, Suite 240	By:
Durham, NC 27701 Attn: Loan Documentation Department	Title:

KERK L BARBER

This security interest is granted in conjunction with the security interest granted to Agent (for the benefit of the Lenders) under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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 Agent, of any or all other rights, powers or remedies.

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.

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.

COLUMN

	GRANTOR:
Address of Grantor:	ALERT LOGIC, INC.
1776 Yorktown 7 <sup>th</sup> Floor Houston, TX 77056	By:
	Title:
	AGENT:
Address of Agent:	SQUARE 1 BANK
406 Blackwell Street, Suite 240	Ву:
Durham, NC 27701 Attn: Loan Documentation Department	Title:
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### EXHIBIT A

# **COPYRIGHTS**

	Registration	Registration
Description	Number	Date
NONE		

Amended and Restated IPSA - Execution Version

# Ехнівіт В

# **PATENTS**

Description	Registration OR Serial Number	Issue OR Filing Date
Threat scoring system and method for intrusion detection security networks	US7594270	9/22/2009
Systems and methods for automated log event normalization using three-staged regular expressions	US8079081	12/13/2011
Systems and methods for correlating log messages into actionable security incidents and managing human responses	US8156553	4/10/2012
Remote Log message Archiving and processing using a remote internet infrastructure	US8407335	3/26/2013
Log Message Collection Employing On-Demand Loading of Message Translation Libraries	US8,578,393 B1	11/5/2013

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# EXHIBIT C

#### **TRADEMARKS**

<u>Title</u>	Registration/ Application Number	Registration/ Application Date
A (and design)	3359787	12/25/2007
ALERTLOGIC	3352417	12/11/2007
ALERT LOGIC CLOUD DEFENDER	86390569	09/10/2014

Amended and Restated IPSA – Execution Version

**RECORDED: 06/10/2015**