

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL GUARDIAN, INC.		08/31/2015	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: 3			
Property Type	Number	Word Mark	
Registration Number:	4258056	DIGITAL GUARDIAN	
Registration Number:	3602365	GOODWARE	
Registration Number:	2968543	VERDASYS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F157952		
NAME OF SUBMITTER:	Matthew R. Pierce		
SIGNATURE:	/Matthew R. Pierce/		
DATE SIGNED:	09/01/2015		
Total Attachments: 17			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 31, 2015 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **DIGITAL GUARDIAN, INC.**, a Delaware corporation, with its principal place of business located at 860 Winter Street, Suite 3, Waltham, Massachusetts 02451 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

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.

GRANTOR:

DIGITAL GUARDIAN, INC.

By: 

Title: CFO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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.

GRANTOR:

DIGITAL GUARDIAN, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Thia Nam

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

The Company owns the following patents or has patents pending as indicated:

	Publ. No.	Publ. Office	Appl. No.	Filing Date	Pat. No.	Issue Date
Managed distribution of digital assets	US 2005/0060537 A1	CA2553601A1, EP1590736A2 (EP matter is closed-app was refused), EP1590736A4, US7814021, WO2004066085A2, WO2004066085A3.	10/706,871	November 12, 2003	US 7814021 B2	October 12, 2010
Digital asset usage accountability via event journaling	US 2004/0255160 A1	CA2553429A1, EP1590735A2, (EP matter is closed-app was refused) US7934091, US20090198765, WO2004066082A2, WO2004066082A3,	10/716,336	November 18, 2003	US 7472272 B2	December 30, 2008
Identifying similarities within large collections of unstructured data	US 2004/0172394 A1	US6947933, US7490116, US20040167921	10/738,919	December 17, 2003	US 6947933 B2	September 20, 2005
Identifying history of modification within large collections of unstructured data	US 2004/0167921 A1	US6947933, US20040167921, US20040172394	10/738,924	December 17, 2003	US 7490116 B2	February 10, 2009
Adaptive transparent encryption	US 2004/0221172 A1	CA2553648A1, CA2553648C, EP1590916A2, EP1590916A4, US7409547, US20040221172, US20060294373, WO2004066541A2, WO2004066541A3.	10/750,321	December 31, 2003	US 7100047 B2	August 29, 2006
Pre-Emptive Anti-Virus Protection of Computing Systems	US 2006-0031937 A1	US20060031937, WO2006017774A2, WO2006017774A3	10/912,611	August 5, 2004	US 7712135 B2	May 4, 2010

Application instrumentation and monitoring	US 2006/0123101 A1	EP1839180A2 (EP Matter is closed-app was refused), EP1839180A4, US7496575, WO2006057806A2, WO2006057806A3	10/995,020	November 22, 2004	US 7496575 B2	February 24, 2009
Adaptive transparent encryption	U S2006/0294373 A1	CA2553648A1, CA2553648C, EP1590916A2, EP1590916A4, US7100047, US20040221172, US20060294373, WO2004066541A2, WO2004066541A3.	11/510,891	August 28, 2006	US 7409547 B2	August 5, 2008
Digital asset usage accountability via event journaling	US 2009/0198765 A1	CA2553429A1, EP1590735A2 (EP matter is closed-app was refused), EP1590735A4, US7472272, US20040255160, US20090198765, WO2004066082A2, WO2004066082A3	12/316,125	December 9, 2008	US 7934091 B2	April 26, 2011
Enhanced Document and Event Mirroring for Accessing Internet Content	US 2014-0129920 A1 (05-08-2014)		13/889,345	5/7/2013	N/A	N/A

Identifying similarities and history of modification within large collections of unstructured data	Canada	CA 2553654	PCT/US2004/001530 PCT filed: Jan 21, 2004	EP1590735A2, EP1590735A4, US7472272, US7934091, US20040255160, US20090198765, WO2004066082A2, WO2004066082A3
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Identifying similarities and history of modification within large collections of unstructured data	Japan	JP 2006501066	PCT/US2004/001530 PCT filed: Jan 21, 2004	
Identifying similarities and history of modification within large collections of unstructured data	Europe	EP 04704049.8	PCT/US2004/001530 PCT filed: Jan 21, 2004	
DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Canada	CA 2553429	PCT/US2004/001454 PCT Filed 1/21/04	WO2004066082 (A2) WO2004066082 (A3) JP2006518893 (A) JP4667359 (B2) EP1590735 (A2) EP1590735 (A4) US2004255160 (A1) US7472272 (B2) US2009198765 (A1) US2009198765 (A1) US7934091 (B2) US7934091 (B2)
ENHANCED DOCUMENT AND EVENT MIRRORING FOR ACCESSING CONTENT	Europe	EP 13788509.1	PCT/US13/40013 PCT Filed May 7, 2013	
DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Japan	JP 2006501056	PCT/US2004/001454 PCT Filed January 21, 2004	
DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Canada	CA 2553429	PCT/US2004/001454 PCT Filed January 21, 2004	

DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Europe	EP 04704027.4	PCT/US2004/001454 PCT Filed January 21, 2004
MANAGED DISTRIBUTION OF DIGITAL ASSETS	Canada	CA 2553601	PCT/US2004/001508 PCT Filed January 21, 2004
MANAGED DISTRIBUTION OF DIGITAL ASSETS	Japan	JP 2006501062	PCT/US2004/001508 PCT Filed January 21, 2004
MANAGED DISTRIBUTION OF DIGITAL ASSETS	Europe	EP 04704057.1	PCT/US2004/001508 PCT Filed January 21, 2004
ENSURING TRUSTED TRANSACTIONS WITH COMPROMISED CUSTOMER MACHINES	Japan	JP 2009547302	PCT/US2008/000980 PCT Filed January 25, 2008
ENSURING TRUSTED TRANSACTIONS WITH COMPROMISED CUSTOMER MACHINES	Europe	EP 08724798.7	PCT/US2008/000980 PCT Filed January 25, 2008
ADAPTIVE TRANSPARENT ENCRYPTION	Japan	JP 2006501065	PCT/US2004/001529 PCT Filed January 21, 2004
ADAPTIVE TRANSPARENT ENCRYPTION	Canada	CA 2553648	PCT/US2004/001529 PCT Filed January 21, 2004
ADAPTIVE TRANSPARENT ENCRYPTION	Europe	EP 04704069.6	PCT/US2004/001529 PCT Filed January 21, 2004
APPLICATION INSTRUMENTATION AND MONITORING	Japan	JP 2007543113	PCT/US2005/040395 PCT Filed November 9, 2005
APPLICATION INSTRUMENTATION AND MONITORING	Europe	EP 05824846.9	PCT/US2005/040395 PCT Filed November 9, 2005

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

The Company owns the following trademarks:

US Federal Q5 uf 1	DIGITAL GUARDIAN RN: 4258056 SN: 78227169 Disclaimer: "DIGITAL"	Registered December 11, 2012	(Int'l Class: 09) computer software for audit and control of information assets and information asset use	Digital Guardian, Inc. (Delaware Corp.) Suite 320 404 Wyman Street Waltham Massachusetts 02451
US Federal Q5 uf 2	GOODWARE RN: 3602365 SN: 77563431	Registered April 7, 2009	(Int'l Class: 09) computer software for audit and control of information assets and information asset use (Int'l Class: 42) computer software technical support services, namely, troubleshooting of computer software problems, and computer software installation and maintenance, all related to the audit and control of information assets and information asset use	Digital Guardian, Inc. (Delaware Corp.) Suite 320 404 Wyman Street Waltham Massachusetts 02451
US Federal Q5 uf 3	VERDASYS RN: 2968543 SN: 78291716	Registered 8 & 15 June 1, 2011	(Int'l Class: 09) computer software for audit and control of information assets and information asset use (Int'l Class: 42) computer software technical support services, namely, troubleshooting of computer software problems, and computer software installation and maintenance, all related to the audit and control of information assets and information asset use	Digital Guardian, Inc. (Delaware Corp.) Suite 320 404 Wyman Street Waltham Massachusetts 02451

REG	REG/REG/REG/REG	REG/REG/REG/REG	REG/REG/REG/REG	REG/REG
Canada Q5 ca 4	DIGITAL GUARDIAN RN: 628113 AN: 1188589 Disclaimer: The right to the exclusive use of the word DIGITAL is disclaimed apart from the trade-mark.	Canada Registered Last Status Received: Registered	(Int'l Class: 9) Wares: (1) Computer software for audit and control of information assets and information asset use.	Verdasys, Inc. 950 Winter Street, Suite 2600, Waltham, Massachusetts, 02451, US Federal
Canada Q5 ca 5	VERDASYS RN: 695824 AN: 1188766	Canada Registered Last Status Received: Registered	(Int'l Class: 9, 42) Wares: (1) Computer software, namely, software for use in audit and control of information assets and information asset use. Services: (1) Computer software support services, namely, troubleshooting of computer software problems; computer software installation and maintenance; all related to the audit and control of information assets and information asset use.	Verdasys, Inc. 950 Winter Street, Suite 2600, Waltham, Massachusetts, 02451, US Federal
Community (CTM) Q5 eu 6	DIGITAL GUARDIAN RN: 003357341 AN: 003357341	Community Registered Last Status Received: Registered May 2, 2008	(Int'l Class: 09) Computer software for information security purposes.	Verdasys, Inc. 860 Winter Street Suite 3, 02451, Waltham,, Massachusetts, US Federal
Community (CTM) Q5	VERDASYS RN: 003370798	Community Registered Last Status Received: Registered	(Int'l Class: 09) Computer software; computer software for audit and control of information assets	Verdasys, Inc. 860 Winter Street Suite 3, 02451, Waltham,, Massachusetts,

Country/Region	Trademark Name	Registration Date	Description	Owner
eu 7	AN: 003370798	November 7, 2007	and information asset use. (Int'l Class: 42) Computer software support services; computer software support services, namely, troubleshooting of computer software problems; computer software installation and maintenance; all related to the audit and control of information assets and information asset use.	US Federal
Japan Q5 jp 8	DIGITAL GUARDIAN RN: 4752237 AN: 2003-081074	Japan Renewed Last Status Received: Registered February 27, 2004	(Translation) (Int'l Class: 09) computer software, equipment and parts and other electronic applications	Verdasys, Inc. US Federal
Japan Q5 jp 9	INFORMATION ASSET ASSURANCE AN: 2003-081076	Japan Filed Last Status Received: Filed September 18, 2003	(Translation) (Int'l Class: 09) computer software, equipment and parts and other electronic applications (Translation) (Int'l Class: 42) Lending installation troubleshooting against the failure of computer software, computer software, maintenance or design and create a program of computer, electronic computer, the provision of computer programs	バーダシス インコーポレ イテッド アメリカ合衆国 マサチューセッツ州 02451 ウォルサム ウィンター ス トリート 950 スウィート 2600, US Federal
Japan Q5	VERDASYS RN: 4808516	Japan Renewed Last Status Received:	(Translation) (Int'l Class: 09) computer software,	Verdasys, Inc. US Federal

Class	App/Int'l Class	Status/Registration Date	Full Goods/Services	Owner
jp 10	AN: 2003-081075	Registered October 08, 2004	equipment and parts and other electronic applications (Translation) (Int'l Class: 42) Loan advice or consultation and guidance on maintenance or design and creation of programs of the electronic computer, installation of computer software, maintenance or design and create a program of computer, electronic computer, the provision of computer program	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

1875122.1