

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356609

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WHITEHAT SECURITY, INC. | | 07/05/2012 | 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 BANKING ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4549189 | AVIATOR | |
| Serial Number: | 85322942 | AVIATOR | |
| 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: | 1-1075 | | |
| NAME OF SUBMITTER: | PATTY CHENG | | |
| SIGNATURE: | /s/ Patty Cheng | | |
| DATE SIGNED: | 09/29/2015 | | |
| Total Attachments: 7 | | | |
| source=Whitehat Security - IPSA (updated exhibits Sep 2015)#page1.tif | | | |
| source=Whitehat Security - IPSA (updated exhibits Sep 2015)#page2.tif | | | |
| source=Whitehat Security - IPSA (updated exhibits Sep 2015)#page3.tif | | | |
| source=Whitehat Security - IPSA (updated exhibits Sep 2015)#page4.tif | | | |

OP \$65.00 4549189

source=Whitehat Security - IPSA (updated exhibits Sep 2015)#page5.tif

source=Whitehat Security - IPSA (updated exhibits Sep 2015)#page6.tif

source=Whitehat Security - IPSA (updated exhibits Sep 2015)#page7.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 5, 2012 (the "Agreement"), between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank"; and as collateral agent for the Lenders (as defined in the Loan Agreement defined below); "Collateral Agent") and WHITEHAT SECURITY, INC. ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of July 5, 2012 (as amended from time to time, the "Loan Agreement") and amends and restates, in its entirety, that certain Intellectual Property Security Agreement executed in favor of Bank dated as of March 17, 2010 (the "Original IP Security Agreement"). The delivery of this Agreement is a condition precedent to the Loan Agreement. 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 Collateral Agent 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 owned by Grantor (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 owned by Grantor, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include inbound licenses of Intellectual Property in which Borrower is the licensee, so long as the granting of a Lien on such inbound license is prohibited by or would constitute a default under the agreement governing such inbound license (but (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to Section 9 407(a) (or any other Section) of Division 9 of the Code); provided that upon the termination, lapsing or expiration of any such prohibition, such inbound license shall automatically be subject to the security interest granted in favor of Collateral Agent hereunder and become part of the "Intellectual Property Collateral."

The rights and remedies of Collateral Agent 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 Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Collateral Agent of any other rights, powers or remedies.

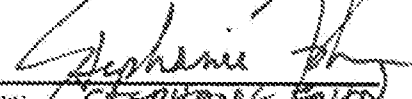
Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate without novation, the Original IP Security Agreement. All security interests granted under the Original IP Security Agreement are hereby confirmed and ratified and shall continue to secure all obligations under this Agreement.

[Balance of Page Intentionally Left Blank]

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

GRANTOR:

WHITEHAT SECURITY, INC

By: 
Name: STEPHANIE FOHN
Title: PRESIDENT & CEO

Address for Notices:

3970 Freedom Circle
Santa Clara, California 95054
Attn: Stephanie Fohn
FAX: (408) 904-7142

COLLATERAL AGENT:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Address for Notices:

55 Almaden Blvd.
San Jose, CA 95113
Attn: Technology Banking Division
Fax: (408) 282-1681

{Signature Page to Amended and Restated Intellectual Property Security Agreement}

WEST-233091767
385157-000149

TRADEMARK
REEL: 005632 FRAME: 0095

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

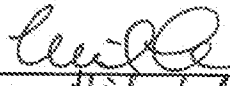
GRANTOR:

COLLATERAL AGENT:

WHITEHAT SECURITY, INC.

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

By: 
Name: Michael Tederman
Title: SVP

Address for Notices:

Address for Notices:

3970 Freedom Circle
Santa Clara, California 95054
Attn: Stephanie Fohn
FAX: (408) 904-7142

55 Almaden Blvd.
San Jose, CA 95113
Attn: Technology Banking Division
Fax: (408) 282-1681

{Signature Page to Amended and Restated Intellectual Property Security Agreement}

WEST\233091767
355157-000149

TRADEMARK
REEL: 005632 FRAME: 0096

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Pre - registered?</u> |
|----------------------|---------------|---|-----------------------------|---------------------|--------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

| <u>Mark / Title:</u> | <u>U.S. Serial Number:</u> | <u>U.S. Registration Number:</u> | <u>Filing Date:</u> |
|----------------------|----------------------------|----------------------------------|---------------------|
| WhiteHat Security | 77136962 | 4283204 | March 21, 2007 |
| AVIATOR | 85322942 | | May 17, 2011 |
| AVIATOR | 85981713 | 4549189 | May 17, 2011 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT C

PATENTS

Please Check if No Patents Exist

| <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued or Published?</u> | <u>Filing Date/ Issue Date:</u> |
|---|-----------------------|-----------------------------------|-----------------------------|---------------------------------|
| Automated login session extender for use in security analysis systems | 8,925,051 | 13/681,759 | | 11/20/12 |
| System for detecting vulnerabilities in web applications using client-side application interfaces | 8,893,282 | 13/595,829 | | 8/27/12 |
| Automatic response culling for web application security scan spidering process | 8,863,280 | 13/732,554 | | 1/2/13 |
| Pattern tracking and capturing human insight in a web application security scanner | 8,789,187 | 11/864787 | | 9/28/07 |
| Using fuzzy classification models to perform matching operations in a web application security scanner | 8,621,639 | 13/307,382 | | 9/28/07 |
| Automatic response culling for web application security scan spidering process | 8,370,929 | 11/864,749 | | 9/28/07 |
| Automated login session extender for use in security analysis systems | 8,341,711 | 12/267,235 | | 11/7/08 |
| System for detecting vulnerabilities in web applications using client-side application interfaces | 8,281,401 | 11/339373 | | 1/24/06 |
| Using fuzzy classification models to perform matching operations in a web application security scanner | 8,087,088 | 11/864736 | | 9/28/07 |
| Automated login session extender for use in security analysis systems | 7,467,402 | 11/210,351 | | 12/16/08 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |