

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOMBAT SECURITY TECHNOLOGIES, INC.		10/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 WEST SIXTH STREET, SUITE 2230		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4125401	WOMBAT SECURITY TECHNOLOGIES	
Registration Number:	4125402	WOMBAT SECURITY TECHNOLOGIES	
Registration Number:	4114886	PHISHGURU	
Registration Number:	4114888	PHISHGURU	
Registration Number:	4114891	PHISHPATROL	
Registration Number:	4114893	PHISHPATROL	
Registration Number:	4408802	CYBERSTRENGTH	
Registration Number:	4381285	SMISHGURU	
Registration Number:	4381284	USBGURU	
Registration Number:	4441464	CHANGE BEHAVIOR. REDUCE RISK.	
Serial Number:	85735496	QRCODEGURU	
Serial Number:	86501027	PHISHALARM	
Serial Number:	86500993	PHISHALARM	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
TRADEMARK			

OP \$340.00 4125401

Correspondent Name: NAM H. HUYNH
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 2067509-0041

NAME OF SUBMITTER: Nam H. Huynh

SIGNATURE: /Nam H. Huynh/

DATE SIGNED: 10/14/2015

Total Attachments: 6

source=Wombat Intellectual Property Security Agreement2015#page1.tif

source=Wombat Intellectual Property Security Agreement2015#page2.tif

source=Wombat Intellectual Property Security Agreement2015#page3.tif

source=Wombat Intellectual Property Security Agreement2015#page4.tif

source=Wombat Intellectual Property Security Agreement2015#page5.tif

source=Wombat Intellectual Property Security Agreement2015#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 9, 2015 by and between WOMBAT SECURITY TECHNOLOGIES, INC., a Delaware corporation ("**Borrower**"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follow.]

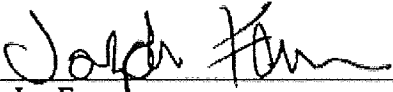
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Borrower:

3030 Penn Avenue, Second Floor
Pittsburgh, Pennsylvania 15201

BORROWER:

**WOMBAT SECURITY
TECHNOLOGIES, INC.,**
a Delaware corporation

By: 
Name: Joe Ferrara
Title: President and CEO

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005645 FRAME: 0544

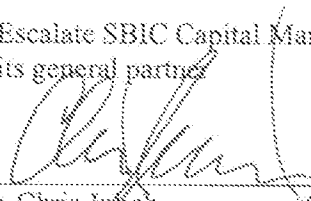
Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III,
LP, a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC,
its general partner

By:  _____

Name: Chris Junch

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A
Copyrights

None.

SCHEDULE B
Patents

- U.S. Pat. No. 8,423,483 B2, issued 04/16/13, “User-Controllable Learning of Policies”
- U.S. Pat. App. No. 13/442,587, filed 04/09/12, “Context-Aware Training Systems, Apparatuses, and Methods” (Pub. No. US 2012/0258437 A1, published 10/11/12)
- U.S. Pat. App. No. 13/832,070, filed 03/15/13, “Context-Aware Training Systems, Apparatuses, and Methods” (Pub. No. US 2013-0203023 A1, published 08/08/13)
- U.S. Pat. App. No. 14/216,002, filed 03/17/14, “Mock Attack Cybersecurity Training System and Methods” (Pub. No. US 2014-0199664 A1, published 07/07/14)
- U.S. Pat. App. No. 14/215,981, filed 03/17/14, “Method and System for Controlling Context-Aware Cybersecurity Training” (Pub. No. US 2014-0199663 A1, published 07/07/14)
- U.S. Pat. App. No. 14/619,520, filed 02/11/15, “Cybersecurity Training System with Automated Application of Branded Content”

SCHEDULE C
Trademarks

1. Registered Trademarks:
 - **WOMBAT SECURITY TECHNOLOGIES** and Logo Design in Class 9 – Registration No. 4,125,401, registered 04/10/12.
 - **WOMBAT SECURITY TECHNOLOGIES** and Logo Design in Class 42 – Registration No. 4,125,402, registered 04/10/12.
 - **PHISHGURU** in Class 9 – Registration No. 4,114,886 registered 03/20/12.
 - **PHISHGURU** in Class 42 – Registration No. 4,114,888 registered 03/20/12.
 - **PHISHPATROL** in Class 9 – Registration No. 4,114,891 registered 03/20/12.
 - **PHISHPATROL** in Class 42 – Registration No. 4,114,893 registered 03/20/12.
 - **CYBERSTRENGTH** in Class 42 – Registration No. 4,408,802 registered 09/24/13.
 - **SMISHGURU** in Class 42 – Registration No. 4,381,285, registered 08/06/13.
 - **USBGURU** in Class 42 – Registration No. 4,381,284, registered 08/06/13.
 - **Change behavior. Reduce Risk.** in Class 42 – Registration No. 4,441,464 registered 11/26/13; use Service Mark with this phrase.
2. Trademark applications or general name use
 - **WOMBAT SECURITY TECHNOLOGIES** – Trademark applications in Australia (Application No. 1572113) and European Union (Application No. 1169425), both filed 07/02/13.
 - **MESSAGEGURU** in Class 42 – Notice of Allowance for US Application Ser. No. 85/735,528, acknowledged 04/23/13, extended until 04/23/14, abandoned 10/22/14.
 - **QRCODEGURU** in Class 42 – Notice of Allowance for US Application Serial Number 85/735,496, acknowledged 01/08/13, extended until 01/08/2016.
 - **PHISHALARM** in Class 42 (US Application Serial Number 86/501,027) and Class 9 (US Application Serial Number 86/500,933) 01/12/15. Initial application rejected because the name is too descriptive. Provided proof of use information on 08/20/15 when the product became Generally Available. Resubmitted request on 09/02/15.