# OP \$190.00 86339236

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM370800

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		01/27/2016	CORPORATION: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	BASTILLE NETWORKS, INC.
Street Address:	1000 MARIETTA STREET, SUITE 112
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	CORPORATION: DELAWARE

## **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	86339236	BASTILLE NETWORKS
Serial Number:	86342979	SECURITY AND PRIVACY FOR THE INTERNET OF
Serial Number:	86343139	INSIGHT MANAGER
Serial Number:	86343130	PROTECTING THE RF PERSONA
Serial Number:	86343055	RF PERSONA
Serial Number:	86343035	INTERNET OF THINGS SECURITY
Serial Number:	86343008	DETECTING AND MITIGATING AIRBORNE THREAT

#### **CORRESPONDENCE DATA**

**Fax Number:** 6506440520

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:** 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1:2625 Middlefield Rd., #215Address Line 4:Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	15-1025
NAME OF SUBMITTER:	PATTY CHENG
SIGNATURE:	/s/ Patty Cheng

DATE SIGNED:	01/27/2016		
Total Attachments: 11	Total Attachments: 11		
source=Bastille Networks - IP Release (	SVB) - executed - final#page1.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page2.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page3.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page4.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page5.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page6.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page7.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page8.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page9.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page10.tif		
source=Bastille Networks - IP Release (	SVB) - executed - final#page11.tif		

#### RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of January 27, 2016, by Silicon Valley Bank ("Lender"), in favor of Bastille Networks, Inc., a Delaware corporation, with its principal place of business located at 1000 Marietta Street, Suite 112, Atlanta, GA 30305 ("Company").

#### Recitals

WHEREAS, Company granted to Lender a security interest in certain patent and trademark items listed on Exhibits A and B (collectively, the "Intellectual Property") under an Intellectual Property Security Agreement dated as of January 12, 2015 attached hereto (the "Security Agreement").

WHEREAS, Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

### Agreement

NOW THEREFORE, Company hereby terminates and releases its security interest in the Intellectual Property listed on Exhibits A and B attached hereto and reconveys to Company, without warranty or recourse, all interest of Lender in such Intellectual Property.

LENDER:

Silicon Valley Bank

Name: ..

Title: \\\ i C@.c.

## **EXHIBIT A**

# **PATENTS**

	Patent / Application	Issue /Filing
<u>Description</u>	<u>Number</u>	<u>Date</u>
SYSTEMS AND METHODS FOR SAFELY	US 62/006,605	06/17/2014
ASSESSING, IDENTIFYING, AND PROTECTING		
PERSONAS DERIVED FROM		
ELECTROMAGNETIC SIGNATURES OF THE		
INTERNET OF THINGS		
SYSTEMS AND METHODS FOR IDENTIFYING WIRELESS SECURITY THREATS VIA ELECTROMAGNETIC SIGNATURES OF THE INTERNET OF THINGS	US 62/072,884	11/05/14

## **EXHIBIT B**

## **TRADEMARKS**

Lender's security interest was recorded at the US Patent and Trademark Office on January 14, 2015 at Reel Number 005440 and Frame Number 0955.

<u>Description</u>	Serial / Registration Number	Application Date / Registration Date
	<u>INUITIDEI</u>	Registration Date
BASTILLE NETWORKS	86339236	07/16/2014
SECURITY AND PRIVACY FOR THE	86342979	07/21/2014
INTERNET OF THINGS	NGS 80342919	
INSIGHT MANAGER	86343139	07/21/2014
PROTECTING THE RF PERSONA	86343130	07/21/2014
RF PERSONA	86343055	07/21/2014
INTERNET OF THINGS SECURITY	86343035	07/21/2014
DETECTING AND MITIGATING	86343008	07/21/2014
AIRBORNE THREATS		

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and BASTILLE NETWORKS, INC. ("Grantor").

## **RECITALS**

- A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## **AGREEMENT**

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, 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 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, 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. <u>Recordation</u>. 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

- 3. <u>Loan Documents</u>. 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. <u>Execution in Counterparts</u>. 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. <u>Successors and Assigns</u>. 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 Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia 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:

BASTILLE NETWORKS, INC.

Dave Armento

Tide: CFO

BANK:

SILICON VALLEY BANK

By: Thoma.

Title: Vice Donald

# EXHIBIT A

Copyrights

NONE

TRADEMARK REEL: 005717 FRAME: 0823

Registration/ Application <u>Date</u>

# EXHIBIT B

# Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
SYSTEMS AND METHODS FOR SAFELY ASSESSING, IDENTIFYING, AND PROTECTING PERSONAS DERIVED FROM ELECTROMAGNETIC SIGNATURES OF THE INTERNET OF THINGS	US 62/006,605	06/17/2014
SYSTEMS AND METHODS FOR IDENTIFYING WIRELESS SECURITY THREATS VIA ELECTROMAGNETIC SIGNATURES OF THE INTERNET OF THINGS	US 62/072,884	11/05/14

# EXHIBIT C

# Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
BASTILLE NETWORKS	86339236	07/16/2014
SECURITY AND PRIVACY FOR THE INTERNET OF THINGS	86342979	07/21/2014
INSIGHT MANAGER	86343139	07/21/2014
PROTECTING THE RF PERSONA	86343130	07/21/2014
RF PERSONA	86343055	07/21/2014
INTERNET OF THINGS SECURITY	86343035	07/21/2014
DETECTING AND MITIGATING AIRBORNE THREATS	86343008	07/21/2014

## EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application <u>Date</u>

NONE

TRADEMARK
REEL: 005717 FRAME: 0826

**RECORDED: 01/28/2016**