

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHISHME INC.		10/15/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4428503	MALCOVERY	
Registration Number:	4492471	MALCOVERY	
Registration Number:	4793445	PROTECT YOUR BRAND	
Registration Number:	4793446	PROTECT YOUR NETWORK	
Registration Number:	4794642	THREATHQ	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb1068/		
DATE SIGNED:	11/04/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 15, 2012 by and between SILICON VALLEY BANK ("Bank") and PHISHME 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 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 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

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.

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.

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

[Signature page follows.]

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

Address of Grantor:

25055 Riding Plaza, Suite 260
Chantilly, VA 20152
Attn: Rohyt Belani

GRANTOR:

PHISHME INC.

By: 

Title: PRESIDENT & CEO

Address of Bank:

8020 Towers Crescent Drive
Suite 475
Vienna, VA 22182
Attention: Phil Tonucci

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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

GRANTOR:

Address of Grantor:

25055 Riding Plaza, Suite 260
Chantilly, VA 20152
Attn: Rohyt Belani

PHISHME INC.

By: _____


Title: _____

BANK:

Address of Bank:

8020 Towers Crescent Drive
Suite 475
Vienna, VA 22182
Attention: Phil Tonucci

SILICON VALLEY BANK

By:  _____

Title: SRM _____

EXHIBIT A
COPYRIGHTS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SIMULATED PHISHING ATTACK WITH SEQUENTIAL MESSAGES	9053326 20140230064 13/763,486 8966637	06/09/2015 08/14/2014 02/08/2013 02/24/2015
PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	20140230065 13/763,515 9253207	08/14/2014 02/08/2013 02/02/2016
COLLABORATIVE PHISHING ATTACK DETECTION	20140230050 13/763,538 8615807	08/14/2014 02/08/2013 12/24/2013
SIMULATED PHISHING ATTACK WITH SEQUENTIAL MESSAGES	13/785,127 8635703	03/05/2013 01/21/2014
PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	13/785,215 8719940	03/05/2013 05/06/2014
COLLABORATIVE PHISHING ATTACK DETECTION	13/785,252 13/785,281	03/05/2013 03/05/2013
SIMULATED PHISHING ATTACK WITH SEQUENTIAL MESSAGES	9398038	07/19/2016
COLLABORATIVE PHISHING ATTACK DETECTION	20140230060 13/918,702 9356948	08/14/2014 06/14/2013 05/31/2016
COLLABORATIVE PHISHING ATTACK DETECTION	20140230061 13/958,480 8910287	08/14/2014 08/02/2013 12/09/2014
METHODS AND SYSTEMS FOR PREVENTING MALICIOUS USE OF PHISHING SIMULATION RECORDS	14/223,820 9262629	03/24/2014 02/16/2016
METHODS AND SYSTEMS FOR PREVENTING MALICIOUS USE OF PHISHING SIMULATION RECORDS	20150205953 14160443 9325730	07/23/2015 01/21/2014 4/26/2016
COLLABORATIVE PHISHING ATTACK DETECTION	20150180896 14/620,245 9246936	06/25/2015 2/12/2015 1/26/2016
PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	14/630,367 62/299,552	2/24/2015
MESSAGE REPORT PROCESSING AND THREAT PRIORITIZATION	15/138,188	
COLLABORATIVE PHISHING ATTACK DETECTION		
SIMULATED PHISHING RESULT ANONYMIZATION AND ATTRIBUTION PREVENTION	20160164898 15/044,099	06/09/2016 02/15/2016
PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	15,006,030	
SUSPICIOUS MESSAGE PROCESSING AND INCIDENT RESPONSE	14/986,515	
SIMULATED PHISHING ATTACK WITH SEQUENTIAL MESSAGES	14/733,953	
MESSAGE REPORT PROCESSING AND THREAT PRIORITIZATION	PCT/US2016/026817	

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PHISHME	3477730	07/29/2008
<i>PHISH REPORTER</i> DEAD MARK	85927905	05/09/2013
PHISHME	86296503	05/30/2014
PHISHME REPORTER	86296496	05/30/2014
MALCOVERY	4428503	11/05/2013
MALCOVERY	4492471	03/04/2014
PROTECT YOUR BRAND	4793445	08/18/2015
PROTECT YOUR BRAND	4793446	08/18/2015
THREATHQ	4794642	08/18/2015
PHISHME (CANADA)	1771164	03/07/2016
PHISHME and Design (Switzerland)	680271	11/10/2015
PHISHME (Australia)	1772759	05/25/2016
[Design Mark] (EU)	012998787	11/03/2014
PHISHME (EU)	012539243	06/23/2014
PHISHME REPORTER (EU)	012998639	11/03/2014

EXHIBIT D
MASK WORKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		