

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COUNTERTACK INC.		11/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4384728	COUNTERTACK	
Registration Number:	3878986	EVENT HORIZON	
Registration Number:	3966438	INOCULATOR	
Registration Number:	3977026	HBGARY	
Registration Number:	3999275	ACTIVE DEFENSE	
Registration Number:	3896047	RESPONDER	
Registration Number:	3809469	DIGITAL DNA	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE-LSN/		

CH \$190.00 4384728

DATE SIGNED:

11/21/2016

Total Attachments: 10

source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page1.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page2.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page3.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page4.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page5.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page6.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page7.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page8.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page9.tif
source=CounterTack - Intellectual Property Security Agreement - Executed 11-17-2016#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 17, 2016 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and COUNTERTACK INC. a Delaware corporation ("*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 on or about 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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 (collectively, "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 Intellectual Property Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

Address of Grantor:

100 Fifth Avenue, First Floor
Waltham, MA 02451

COUNTERTACK INC.

By: _____

Name: _____

Title: _____

Jim Harlow
Jim Harlow
CFO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: _____

Name: _____

Title: _____

Matthew K. Jones
MATTHEW K. JONES
AVP

EXHIBIT A
COPYRIGHTS

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

EXHIBIT B
PATENTS

UNITED STATES:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
Decoy network technology with automatic signature generation for intrusion detection and intrusion prevention systems	8429746	4/23/2013
System and method for sampling forensic data of unauthorized activities using executability states	8789189	7/22/2014
System and method for identifying unauthorized activities on a computer system using a data structure model	9106697	8/11/2015
Fuzzy hash algorithm	8484152	7/9/2013
Digital DNA sequence	8769689	7/1/2014
Inoculator and antibody for computer security	9311482	4/12/2016
Digital DNA sequence	14317958	6/27/2014
System and method for monitoring a computer system using machine interpretable code	14990575	1/7/2016
System and method for identifying unauthorized activities on a computer system using a data structure model	14823916	8/11/2015
Inoculator and antibody for computer security	15063312	3/7/2016
Decoy network technology with automatic signature generation for intrusion detection and intrusion prevention systems	8656493	2/18/2014
System and method for analyzing unauthorized intrusion into a computer network	14542376	11/14/2014

WIPO:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
System and method for monitoring a computer system using machine interpretable code	PCT/US2016/012533	1/7/2016
	WO2016/112219	7/14/2016

EUROPE:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
System and method for analyzing unauthorized intrusion into a computer network	08745858.4	11/6/2009
	2149087	8/5/2015
System and method for analyzing unauthorized intrusion into a computer network	15174670.8	6/30/2015
System and method for sampling forensic data of unauthorized activities using executability states	11731194.4	1/24/2013
	2585966	5/1/2013
System and method for identifying unauthorized activities on a computer system using a data structure model	11729826.5	1/24/2013
	2585965	5/1/2013
Digital DNA sequence	10767436.8	11/24/2011
	2422273	2/29/2012
Fuzzy hash algorithm	10792455.7	12/23/2011
	2446363	5/2/2012
Inoculator and antibody for computer security	11838637.4	5/31/2013
	2635969	9/11/2013

AUSTRALIA:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
System and method for analyzing unauthorized intrusion into a computer network	2008242296	11/2/2009 9/27/2012
System and method for identifying unauthorized activities on a computer system using a data structure model	2011271157	1/23/2013 1/7/2016
Digital DNA sequence	2010239696	11/4/2011
Fuzzy hash algorithm	2010263263	12/19/2011 12/3/2015
Fuzzy hash algorithm	2015258203	11/18/2015
Inoculator and antibody for computer security	2011323553	5/21/2013

CANADA:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
System and method for analyzing unauthorized intrusion into a computer network	2,689,126	10/2/2009
Digital DNA sequence	2,759,279	10/19/2011
Fuzzy hash algorithm	2,765,485	12/14/2011
Inoculator and antibody for computer security	2,816,764	5/1/2013

JAPAN:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
System and method for analyzing unauthorized intrusion into a computer network	2010-504185	10/19/2009
	5351883	8/30/2013
System and method for analyzing unauthorized intrusion into a computer network	2013-173175	8/23/2013
	5579907	7/18/2014
Inoculator and antibody for computer security	2013-537752	5/1/2013
Inoculator and antibody for computer security	2016-114274	6/8/2016

HONG KONG:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
System and method for sampling forensic data of unauthorized activities using executability states	13112096.3	10/28/2013
	1184881	1/30/2014
System and method for identifying unauthorized activities on a computer system using a data structure model	13112097.2	10/28/2013
	1185425	2/14/2014

ISRAEL:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
Digital DNA sequence	215774	10/23/2011
		10/31/2015
Digital DNA sequence	239553	6/21/2015
Fuzzy hash algorithm	216933	12/13/2011
Inoculator and antibody for computer security	226098	5/1/2013

CHINA:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
Inoculator and antibody for computer security	201180060514.0	6/17/2013
	103430153	12/4/2013

NEW ZEALAND:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
Inoculator and antibody for computer security	610714	5/13/2013
		11/3/2015

SINGAPORE:

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
Inoculator and antibody for computer security	10201508939V	10/29/2015

EXHIBIT C
TRADEMARKS

UNITED STATES:

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
COUNTERTACK	4384728	8/13/2013
EVENT HORIZON	3878986	11/23/2010
INOCULATOR	3966438	5/24/2011
HBGARY	3977026	6/14/2011
ACTIVE DEFENSE	3999275	7/19/2011
RESPONDER	3896047	12/28/2010
DIGITAL DNA	3809469	6/29/2010

EUROPE:

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
COUNTERTACK	10864445	10/4/2012
COUNTERTACK SENTINEL	12595427	7/5/2014

CANADA:

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
COUNTERTACK	TMA927,553	1/28/2016