

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITEHAT SECURITY, INC.		11/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX GROWTH CAPITAL, LLC		
Street Address:	1717 MAIN STREET, SUITE 1100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4283204	WHITEHAT SECURITY	
Registration Number:	4549189	AVIATOR	
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		
Correspondent Name:	WILLIAM LI		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067493-0016		
NAME OF SUBMITTER:	William Li		
SIGNATURE:	/William Li/		
DATE SIGNED:	11/23/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 23, 2016 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender"), and WHITEHAT SECURITY, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of 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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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. Security Interest.

a. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest (subject only to Permitted Liens) in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules 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.

b. Notwithstanding the foregoing, for purposes of this Agreement and the Loan Agreement, Grantor's Intellectual Property that is subject to the security interest hereunder, and which constitutes "Collateral" under the Loan Agreement, shall not include (i) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law, and (ii) any interest of Borrower (or any Subsidiary) as a licensee or a sub-licensee under an inbound license or inbound sublicense of Intellectual Property if Borrower (or any Subsidiary) is prohibited by the terms of such lease or license from granting a security interest in such license or under which such an assignment or lien would cause a default to occur under such license; provided, however, that (i) the Collateral shall at all times include all accounts and general intangibles that consist of rights to payment from the sale, licensing or disposition of all or any part of, or rights in, the Intellectual Property; and (ii) upon termination of such prohibition, such interest shall immediately become Collateral without any action by Borrower or Lender.

c. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

2. Remedies Cumulative. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

3. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under Federal law.

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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:

3970 Freedom Circle, Suite 200
Santa Clara, CA 95054
Attn: Terry Murphy

WHITEHAT SECURITY, INC.

By: 
Name: Terry Murphy
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL LLC

By:  _____

Name: Mark Campbell

Title: Authorized Representative

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>	<u>Owner</u>
11210351	08/23/05	7467402	12/16/08	Automated Login Session Extender for Use in Security Analysis Systems	WhiteHat Security, Inc.
11864736	09/28/07	8087088	12/27/11	Using Fuzzy Classification Models to Perform Matching Operations in a Web Application Security Scanner	WhiteHat Security, Inc.
11339373	01/24/06	8281401	10/02/12	System for Detecting Vulnerabilities in Web Applications Using Client-side Application Interfaces	WhiteHat Security, Inc.
12267235	11/07/08	8341711	12/25/12	Automated Login Session Extender for Use in Security Analysis Systems	WhiteHat Security, Inc.
11864749	09/28/07	8370929	02/05/13	Automatic Response Culling for Web Application Security Scan Spidering Process	WhiteHat Security, Inc.
13307382	11/30/11	8621639	12/31/13	Using Fuzzy Classification Models to Perform Matching Operations in a Web Application Security Scanner	WhiteHat Security, Inc.
11864787	09/28/07	8789187	07/22/14	Pattern Tracking and Capturing Human Insight in a Web Application Security Scanner	WhiteHat Security, Inc.
13732554	01/02/13	8863280	10/14/14	Automatic Response Culling for Web Application Security Scan Spidering Process	WhiteHat Security, Inc.
13595829	08/27/12	8893282	11/18/14	System for Detecting Vulnerabilities in Applications Using Client-side Application Interfaces	WhiteHat Security, Inc.
13681759	11/20/12	8925051	12/30/14	Automated Login Session Extender for Use in Security Analysis Systems	WhiteHat Security, Inc.
11864712	09/28/07	9239745	01/19/16	Method and Apparatus for Managing Security	WhiteHat Security, Inc.

13830312	03/14/13	9405915	08/02/16	Vulnerability Lifecycles Techniques for Correlation Vulnerabilities Across an Evolving Codebase	WhiteHat Security, Inc.
13830510	03/14/13	20140282424	09/18/14	Techniques for Traversing Representations of Source Code	WhiteHat Security, Inc.
14504256	10/01/14	20160099962	04/07/16	Site Security Monitor	WhiteHat Security, Inc.

SCHEDULE C

Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
WHITEHAT SECURITY	77136962	4283204	7/5/2012	WhiteHat Security, Inc.
AVIATOR	85981713	4549189	7/5/2012	WhiteHat Security, Inc.