

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arxan Technologies, Inc.		01/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2862874	ARXAN	
Registration Number:	4273474	PROTECTING THE APP ECONOMY	
Registration Number:	4068399	GUARDSPEC	
Registration Number:	4147079	ENSUREIT	
Registration Number:	3887433	BINDIT	
Registration Number:	3450304	GUARDIT	
Registration Number:	3636566	TRANSFORMIT	
Registration Number:	4477978	MOBILITY MOVING FORWARD	
Registration Number:	4548103	MAM	
Registration Number:	3919221	EASE	
Registration Number:	3783855	APPERIAN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
TRADEMARK			

OP \$290.00 2862874

Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F168187

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 02/06/2017

Total Attachments: 12

source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page3.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page4.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page5.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page6.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page7.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page8.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page9.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page10.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page11.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page12.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page13.tif
source=Trademark Cover Sheet with IP Security Agmt-Arxan Technologies#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 31, 2017 by and between ALLY BANK (“*Bank*”) and ARXAN TECHNOLOGIES, 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 among Bank, Arxan Holdings, Inc. and Grantor, dated of even date herewith (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. Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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, other than any Excluded Property.

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 Loan Documents now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure all of its present and future indebtedness, liabilities and obligations owing to Bank under the Loan Agreement and under any other Loan Document 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, respectively), other than any Excluded Property, 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*”).

2. The security interest granted hereby is granted in conjunction with the security interest granted by Grantor 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.

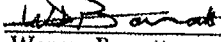
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks, respectively, of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright 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:

ARXAN TECHNOLOGIES, INC.

By: 
Name: Warren Barratt
Title: Chief Financial Officer


Address of the Grantor:

650 California Street, Suite 2750
San Francisco, CA 94108

Signature Pages for Intellectual Property Security Agreement

Bank:

ALLY BANK

By 
Name Jeff Rusznak
Title Authorized Signatory

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

Signature Pages for Intellectual Property Security Agreement

TRADEMARK
REEL: 005982 FRAME: 0923

EXHIBIT A
COPYRIGHTS

COPYRIGHT	REGISTRATION NUMBER	REGISTRATION DATE
EnsureIt.	TX0008093739	4/30/15
GuardIT.	TX0008093741	4/30/15

EXHIBIT B
PATENTS

<u>Patent Number</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
6,941,463 (App. No. 09/312,230)	Secure Computational Outsourcing Techniques	5/14/1999	9/6/2005
6,957,341 (App. No.10/100,682)	Method And System For Secure Computational Outsourcing Disguise	3/18/2002	10/18/2005
7,287,166 (App. No.10/620,534)	New Guards For Application In Software Tamper Proofing	7/16/2003	10/23/2007
7,757,097 (App. No.11/190,475)	Method And System For Tamper Proofing Software	7/27/2005	7/13/2010
7,707,433 (App. No. 11/252,049)	Method And System For Secure Computation	10/17/2005	4/27/2010
7,853,018 (App. No. 11/558,765)	Method And Apparatus For Hiding A Private Key	11/10/2006	12/14/2010
8,510,571 (App. No. 10/809,155)	System And Method For Inserting Security Mechanisms Into A Software Program	3/24/2004	8/13/2013
9,397,885 (App. No. 13/627,533)	Conveyance Of Configuration Information In A Network	9/26/12	N/A

<u>Patent Number</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
8,850,424 (App. No. 13/462,457)	Processing, Modification, Distribution Of Installation Packages	5/2/12	N/A
9,354,849 (App. No. 14/208,068)	Modification Of Compiled Applications And Application Management Using Retrievable Policies	3/13/14	N/A
61/540,210	Conveyance Of Configuration Information In A Network	9/28/11	N/A
15/212,375	Conveyance Of Configuration Information In A Network	7/18/16	N/A
PCT/US2012/057282	Conveyance Of Configuration Information In A Network	9/26/12	N/A
EP2761428	Conveyance Of Configuration Information In A Network	3/31/14	N/A
PCT/US2012/057268	Multi-Party Communication Sessions Via Broadcast Notification Network	9/26/12	N/A
EP2761492	Multi-Party Communication Sessions Via Broadcast Notification Network	3/31/14	N/A

<u>Patent Number</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
PCT/US2012/036135	Processing, Modification, Distribution Of Installation Packages	5/2/12	N/A
EP2705428	Processing, Modification, Distribution Of Installation Packages	11/12/13	N/A
61/706,172	Control Of A Remote Computer Device	9/27/12	N/A
14/030,160	Control Of A Remote Computer Device	9/18/13	N/A
PCT/US2013/060316	Control Of A Remote Computer Device	9/18/13	N/A
EP2901443	Control Of A Remote Computer Device	4/22/15	N/A
61/706,176	Control Applications Installed On A Remote Device	9/27/12	N/A
14/030,183	Control Applications Installed On A Remote Device	9/18/13	N/A

<u>Patent Number</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
PCT/US2013/060320	Control Applications Installed On A Remote Device	9/18/13	N/A
EP2901347	Control Applications Installed On A Remote Device	9/18/13	N/A
13/660,414	Human Resource Management And Collaboration Tools	10/25/12	N/A
61/781,481	Modification Of Compiled Applications And Application Management Using Retrievable Product	3/14/13	N/A
EP2972829	Modification Of Compiled Applications And Application Management Using Retrievable Product	3/13/14	N/A
61/781,498	Remote Application Control	3/14/2013	N/A
EP2972956	Remote Application Control	3/13/2014	N/A

<u>Patent Number</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
61/826,122	Configuration Of One Or More Computer Devices	5/22/13	N/A
EP3000039	Configuration Of One Or More Computer Devices	5/21/2014	N/A
61/978,534	Management Of Mobile Devices In A Network Environment	4/11/14	N/A
EP2938110	Management Of Mobile Devices In A Network Environment	4/10/15	N/A
(App. No. 13/591,640)	Tamper Proof Mutating Software	8/4/2012	N/A
(App. No. 13/965,727)	Anti-Tamper System with Self-Adjusting Guards	8/13/2013	N/A
(App. No. 13/964,913)	System and Method for Inserting Security Mechanisms into a Software Program	8/12/2013	N/A
(App. No. 14/283,427)	Configuration of One or More Computer Devices	5/21/14	N/A
PCT/US2014/38902	Configuration Of One Or More Computer Devices	5/21/14	N/A
(App. No. 14/065,770)	Cache Longevity Detection and Refresh	10/29/13	N/A
(App. No. 14/682,592)	Management of Mobile Devices in a Network Environment	4/9/15	N/A
(App. No. 61/978,534)	Management of Mobile Devices in a Network Environment	4/11/14	N/A

<u>Patent Number</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
(App. No. 14/672,509)	Processing, Modification, Distribution of Custom Software Installation Package	3/30/15	N/A
(App. No. 61/551,777)	A Mobile Application For an Employee of a Company to Learn about and Collaborate with his or her Co-Workers	N/A	N/A
(App. No. 61/540,218)	Multi-Party Communication Sessions Via Broadcast Notification Network	9/28/11	N/A

EXHIBIT C
TRADEMARKS

Word Mark	Type	Reg. Number	Filing Date	Registration Date	Status
ARXAN	TRADEMARK. SERVICE MARK	Prior: 2862874	9/6/16	N/A	LIVE
ARXAN	TRADEMARK. SERVICE MARK	2862874	7/21/03	7/13/04	LIVE
PROTECTING THE APP ECONOMY	SERVICE MARK	4273474	3/30/12	1/8/13	LIVE
GUARDSPEC	TRADEMARK	4068399	10/1/10	12/6/11	LIVE
ENSUREIT	TRADEMARK	4147079	2/15/10	5/22/12	LIVE
BINDIT	TRADEMARK	3887433	8/4/09	12/7/10	LIVE
GUARDIT	TRADEMARK	3450304	1/26/07	6/17/08	LIVE
TRANSFORMIT	TRADEMARK	3636566	6/17/08	6/9/09	LIVE
MOBILITY MOVING FORWARD	TRADEMARK	4477978	6/27/13	2/4/14	LIVE
MAM	TRADEMARK	4548103	3/2/12	6/10/14	LIVE
EASE	TRADEMARK	3919221	5/5/10	2/15/11	LIVE
APPERIAN	TRADEMARK	3783855	8/27/09	5/4/10	LIVE