

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeroFox, Inc.		06/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silver Lake Waterman Fund II, L.P., as Agent		
Street Address:	2775 Sand Hill Road, Suite 100		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4559694	ZEROFOX	
Registration Number:	4439119	RISKIVE	
Registration Number:	4559711		
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	6504616125		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	43628.035		
NAME OF SUBMITTER:	Qui Lu		
SIGNATURE:	/Qui Lu/		
DATE SIGNED:	06/01/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of June 1, 2017, is executed by ZEROFOX, INC., a Delaware corporation ("*Grantor*"), in favor of SILVER LAKE WATERMAN FUND II, L.P., a Delaware limited partnership, as agent on behalf of certain lenders ("*Agent*").

Recitals

A. Reference is made to a certain Loan and Security Agreement, dated as of June 1, 2017 (as amended, restated modified or otherwise supplemented from time to time, the "Security Agreement"), by and among Grantor, the lenders party thereto and Agent;

B. Grantor owns the patent, and/or applications for patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents");

C. Grantor has adopted, used and are using the trademarks more particularly described on Schedule B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

D. Grantor owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the "Copyrights");

E. Schedule A, Schedule B, and Schedule C hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents, Trademarks and Copyrights in or to which Grantor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Grantor shall provide written notice to Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, Schedule B, and/or Schedule C in order to maintain such schedules completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Grantor hereby grants to Agent a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Grantor in and to the following property (collectively, the "Collateral");

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Agent's address is: 2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

ZEROFOX, INC.

By: 

Name: James C. Foster

Title: Chief Executive Officer and President

TRADEMARK

REEL: 006075 FRAME: 0180



SCHEDULE A

PATENTS

Grantor	Title	Application No.	Filing Date	Publication No.	Patent No.	Issue Date
USPTO	Social Network Scanning	US 14/218,522	18 Mar 2014	N/A	US9055097 B1	9 Jun 2015
USPTO	Protecting against suspect social entities	US 14/327,068	9 Jul 2014	US2014-0325662 A1	US9191411 B2	17 Nov 2015
USPTO	Social threat scoring	US 14/445,203	29 Jul 2014	US2014-0337972 A1	US9027134 B2	5 May 2015
USPTO	Social network security monitoring	US 14/566,971	11 Dec 2014	US2016-0173520 A1	US9544325 B2	10 Jan 2017
USPTO	Social Risk Management	US 14/445,274	29 Jul 2014	US2014-0337973 A1	N/A	N/A
USPTO	Social Network Data Removal	US 14/690,677	20 Apr 2015	US2015-0229665 A1	N/A	N/A
USPTO	Social Network Profile Data Removal	US 14/690,804	20 April 2015	US2015-0229666 A1	N/A	N/A
USPTO	Social Network Security Monitoring	US 15/401,691	9 Jan 2017	US2017-0126732 A1	N/A	N/A
USPTO	Identification of Vulnerability to Social Phishing	US 15/207,052	11 Jul 2016	US2017-0013014 A1	N/A	N/A
USPTO	Social Profile Settings Risk Management	Under Review	December 2014	N/A	N/A	N/A
USPTO	Social Phish Testing	Patent Pending/ Provisional	July 2015	N/A	N/A	N/A
USPTO	Social Threat Correlation	Not submitted	N/A	N/A	N/A	N/A
USPTO	FoxScript	Under Review	April 2017	N/A	N/A	N/A
USPTO	Snapr	Not submitted	N/A	N/A	N/A	N/A

SCHEDULE B

TRADEMARKS

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
United States	ZeroFOX	86110027	4 Nov 2013	4559694	1 July 2014
United States	Riskive	85860282	26 Feb 2013	4439119	26 Nov 2013
United States	Miscellaneous Design 	86110460	5 Nov 2013	4559711	1 July 2014
Chile	Miscellaneous Design 	1219208	26 Aug 2016	1232937	5 Jan 2017
Chile	ZeroFox	1219213	26 Aug 2016	1242171	31 March 2017

SCHEDULE C
COPYRIGHTS

None.