TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VENAFI, INC.		06/30/2017	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: 3

Property Type	Number	Word Mark
Registration Number:	4989702	THE IMMUNE SYSTEM FOR THE INTERNET
Registration Number:	4989701	THE IMMUNE SYSTEM FOR THE INTERNET
Registration Number:	3035790	VENAFI

OP $90.00 4989702

CORRESPONDENCE DATA

Fax Number: 2149326499

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.

Phone: 214-932-6400
Email: sshernandez@mcguirewoods.com
Correspondent Name: AARON J. PICKELL
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2067493-0020
NAME OF SUBMITTER:	Stephanie Hernandez
SIGNATURE:	/Stephanie Hernandez/
DATE SIGNED:	07/21/2017

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 30, 2017 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender"), and VENAFI, 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. 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. Notwithstanding the foregoing, the Collateral shall not include "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.

2. 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.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

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4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender, under the Loan Agreement. The rights and remedies of the 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 the Lender as a matter of law or equity. Each right, power and remedy of the 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 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.

5. 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 the 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 the 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:

VENAFI, INC.

By:_____
Name: Jeff Hudson
Title: CEO

Address of Grantor:

175 E. 400 S., Suite 300
Salt Lake City, UT 84111
Attention:

LENDER:

ORIX GROWTH CAPITAL, LLC

By:_____
Name:
Title:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attention: General Counsel

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:

VENAFI, INC.

By:_____
Name:
Title:

Address of Grantor:

175 E. 44 S., Suite 300
Salt Lake City, UT 84111
Attention:

LENDER:

ORIX GROWTH CAPITAL, LLC

By:_____
Name: Mark Campbell
Title: Authorized Representative

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attention: General Counsel

SCHEDULE A

Copyrights

None

SCHEDULE B

Trademarks

As of the Effective Date, the Company owns U.S. registrations for the following trademarks:

Registered Trademarks:

MARK	COUNTRY	REGISTRATION NO.	GOODS/SERVICES	Registration Date
THE IMMUNE SYSTEM FOR THE INTERNET	United States	Registration No. 4989702	Class 09: Computer software for computer network and data security; computer software for discovery, identification, distribution, and management of digital certificates and cryptographic keys; computer software for managing responses to cybersecurity incidents; computer software for remediation of cybersecurity incidents; computer software for data aggregation, scoring, and threat analysis used in establishing reputation of digital certificates and cryptographic keys; computer software for whitelisting and blacklisting digital certificates and cryptographic keys	Jun-28-2016
THE IMMUNE SYSTEM FOR THE INTERNET	United States	Registration No. 4989701	Class 42: Software as a service (SAAS) services featuring software for using in managing computer network and data security; Software as a service (SAAS) services featuring software for discovery, identification, and management of digital certificates and cryptographic keys; software as a service (SAAS) services featuring software for managing responses to cybersecurity incidents; software as a service (SAAS) services featuring software for remediation of cybersecurity incidents; software as a service (SAAS) services featuring software for data aggregation, scoring, and threat analysis used in establishing reputation of digital certificates and cryptographic keys; software as a service (SAAS) services featuring software for whitelisting and blacklisting of digital certificates and cryptographic keys	Jun-28-2016
VENAFI	United States	Registration No. 3035790	Class 09: computer software for computer network and data security; computer software for discovery, identification, and management of digital certificates	Dec-27-2005

MARK	COUNTRY	REGISTRATION NO.	GOODS/SERVICES	Registration Date
THE IMMUNE SYSTEM FOR THE INTERNET	Singapore	Registration No. 40201515992V	Class 09: Computer software for computer network and data security; computer software for discovery, identification, distribution, and management of digital certificates and cryptographic keys; computer software for managing responses to cybersecurity incidents; computer software for remediation of cybersecurity incidents; computer software for data aggregation, scoring, and threat analysis used in establishing reputation of digital certificates and cryptographic keys; computer software for whitelisting and blacklisting digital certificates and cryptographic keys Class 42: Software as a service (SAAS) services featuring software for using in managing computer network and data security; Software as a service (SAAS) services featuring software for discovery, identification, and management of digital certificates and cryptographic keys; software as a service (SAAS) services featuring software for managing responses to cybersecurity incidents; software as a service (SAAS) services featuring software for remediation of cybersecurity incidents; software as a service (SAAS) services featuring software for data aggregation, scoring, and threat analysis used in establishing reputation of digital certificates and cryptographic keys; software as a service (SAAS) services featuring software for whitelisting and blacklisting of digital certificates and cryptographic keys	Mar-30-2016
THE IMMUNE SYSTEM FOR THE INTERNET	Switzerland	Registration No. 686928	Class 09: Computer software for computer network and data security; computer software for discovery, identification, distribution, and management of digital certificates and cryptographic keys; computer software for managing responses to cybersecurity incidents; computer software for remediation of cybersecurity incidents; computer software for data aggregation, scoring, and threat analysis used in establishing reputation of digital certificates and cryptographic keys; computer software for whitelisting and blacklisting digital certificates and cryptographic keys Class 42: Software as a service (SAAS) services featuring software for using in managing computer network and data security; Software as a service (SAAS) services featuring software for discovery, identification, and management of digital certificates and cryptographic keys; software as a service (SAAS) services featuring software for managing responses to cybersecurity incidents; software as a service (SAAS) services featuring software for remediation of cybersecurity incidents; software as a service (SAAS) services featuring software for data aggregation, scoring, and threat analysis used in establishing reputation of digital certificates and cryptographic keys; software as a service (SAAS) services featuring software for whitelisting and blacklisting of digital certificates and cryptographic keys	Apr-21-2016

SCHEDULE B

Trademarks (Continued)

Trademark Applications

MARK	COUNTRY	APPLICATION NO.	GOODS/SERVICES	Application Date
THE IMMUNE SYSTEM FOR THE INTERNET	European Union	Application No. 014445639	Class 09: Computer software for computer network and data security; computer software for discovery, identification, distribution, and management of digital certificates and cryptographic keys; computer software for managing responses to cybersecurity incidents; computer software for remediation of cybersecurity incidents; computer software for data aggregation, scoring, and threat analysis used in establishing reputation of digital certificates and cryptographic keys; computer software for whitelisting and blacklisting digital certificates and cryptographic keys. Class 35: Advertising; providing information in the fields of business, business communication and commerce over computer networks and global communication networks; business management, namely business management and consulting services offered via computer networks and global communication networks; computerised on-line retail services in the fields of computer hardware, electronic devices namely computers, laptops, tablets, smartphones and digital assistants (PDAs), computer software and related publications; providing business information via computer networks and global communication networks; providing consumer information in the field of computer security; systematization of data in computer databases; Updating and maintenance of data in computer databases; Promoting the use of the security assurance best practices of others in the field of cloud computing. Class 42: Software as a service (SAAS) services featuring software for using in managing computer network and data security; Software as a service (SAAS) services featuring software for discovery, identification, and management of digital certificates and cryptographic keys; software as a service (SAAS) services featuring software for managing responses to cybersecurity incidents; software as a service (SAAS) services featuring software for remediation of cybersecurity incidents; software as a service (SAAS) services featuring software for data aggregation, scoring, and threat analysis used in establishing reputation of digital certificates and cryptographic keys; software as a service (SAAS) services featuring software for whitelisting and blacklisting of digital certificates and cryptographic keys.	Filed Aug-05-2015

SCHEDULE C

Patents

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PATENT PORTFOLIO AS OF JUNE 2, 2017

TITLE	COUNTRY	SERIAL / APPLICATION NO.	FILING DATE	STATUS	ISSUE DATE	PATENT NUMBER	INVENTORS
APPARATUS FOR ACCEPTING CERTIFICATE REQUESTS AND SUBMISSION TO MULTIPLE CERTIFICATE AUTHORITIES	USA	10917862	Aug 13, 2004	Issued	Aug 26, 2008	7418597	Russell Thornton, Benjamin Hodson, Jayson Seegmiller
METHOD OF AGGREGATING MULTIPLE CERTIFICATE AUTHORITY SERVICES	USA	10918831	Aug 13, 2004	Issued	Jul 28, 2009	7568095	Russell Thornton, Benjamin Hodson, Jayson Seegmiller
RENEWAL PRODUCT FOR DIGITAL CERTIFICATES	USA	10917861	Aug 13, 2004	Issued	Jan 19, 2010	7650496	Russell Thornton, Benjamin Hodson, Jayson Seegmiller, Timothy Hollobon
AUTOMATED DIGITAL CERTIFICATE RENEWER	USA	10918665	Aug 13, 2004	Issued	Jan 19, 2010	7650497	Russell Thornton, Benjamin Hodson, Jayson Seegmiller, Timothy Hollobon
METHOD TO AUTOMATE THE RENEWAL OF DIGITAL CERTIFICATES	USA	10917863	Aug 13, 2004	Issued	Jan 26, 2010	7653810	Russell Thornton, Benjamin Hodson, Jayson Seegmiller, Timothy Hollobon
PROGRAM PRODUCT FOR UNIFIED CERTIFICATE REQUESTS FROM CERTIFICATE AUTHORITIES	USA	10918755	Aug 13, 2004	Issued	Apr 13, 2010	7698549	Russell Thornton, Benjamin Hodson, Jayson Seegmiller
METHOD OF AGGREGATING MULTIPLE CERTIFICATE AUTHORITY SERVICES	USA	12486704	Jun 17, 2009	Issued	May 3, 2011	7937583	Russell Thornton, Benjamin Hodson, Jayson Seegmiller
CENTRALIZED POLICY MANAGEMENT FOR SECURITY KEYS	USA	14034082	Sep 23, 2013	Issued	Sep 1, 2015	9124430	Tero Petteri Harjula, Breon Malachy McCartney, Asko Juha Saura
Trust Map Management and User Interface	USA	14186713	Feb 21, 2014	Issued	Dec 22, 2015	9218463	Tero Petteri Harjula, Bryan Robert Lence, Daniel G. DeBate
SYSTEM FOR MANAGING CRYPTOGRAPHIC KEYS AND TRUST RELATIONSHIPS IN A SECURE SHELL (SSH) ENVIRONMENT	USA	14131635	Jul 7, 2014	Issued	Jun 7, 2016	9363080	Peter D. Bartok, Paul A. Turner, Joseph D. Skehan, Jason W. K. Brothers
HANDLING KEY ROTATION PROBLEMS	USA	14034091	Sep 23, 2013	Issued	Jun 14, 2016	9369279	Tero Petteri Harjula, Breon Malachy McCartney, Asko Juha Saura
HANDLING KEY ROTATION PROBLEMS	AUSTRALIA	2014324110	Sep 23, 2014	Issued	Sep 8, 2016	2014324110	Tero Petteri Harjula, Breon Malachy McCartney, Asko Juha Saura
CENTRALIZED POLICY MANAGEMENT FOR SECURITY KEYS	AUSTRALIA	2014324111	Sep 23, 2014	Issued	Oct 6, 2016	2014324111	Tero Petteri Harjula, Breon Malachy McCartney, Asko Juha Saura
Rule-based Validity of Cryptographic Key Material	USA	14255710	Apr 17, 2014	Issued	Dec 27, 2016	9531533	Remo Ronca
RULE-BASED VALIDITY OF CRYPTOGRAPHIC KEY MATERIAL	USA	14255745	Apr 17, 2014	Issued	Feb 21, 2017	9577823	Remo Ronca
GEO-FENCING CRYPTOGRAPHIC KEY MATERIAL	USA	14221919	Mar 21, 2014	Issued	May 16, 2017	9654922	Remo Ronca
Rule-based Validity of Cryptographic Key Material	USA	14255762	Apr 17, 2014	Issue Notification Received	Will Issue on June 20, 2017	9686244	Remo Ronca
GEO-FENCING CRYPTOGRAPHIC KEY MATERIAL	USA	14221981	Mar 21, 2014	Allowed	May 9, 2017	9647998	Remo Ronca
Geo-Fencing Cryptographic Key Material	USA	14222046	Mar 21, 2014	Allowed			Remo Ronca
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CENTRALIZED KEY DISCOVERY AND MANAGEMENT	USA	14034010	Sep 23, 2013	Pending			Tero Petteri Harjula, Breon Malachy McCartney, Asko Juha Saura
HANDLING KEY ROTATION PROBLEMS	EUROPEAN UNION	148454473	Sep 23, 2014	Pending			Tero Petteri Harjula, Breon Malachy McCartney, Asko Juha Saura
CENTRALIZED POLICY MANAGEMENT FOR SECURITY KEYS	EUROPEAN UNION	148464670	Sep 23, 2014	Pending			Tero Petteri Harjula, Breon Malachy McCartney, Asko Juha Saura
Trust Map Management and User Interface	AUSTRALIA	2015218933	Feb 20, 2015	Pending			Tero Petteri Harjula, Bryan Robert Lence, Daniel G. DeBate
Trust Map Management and User Interface	USA	14944597	Nov 18, 2015	Pending			Tero Petteri Harjula, Bryan Robert Lence, Daniel G. DeBate
OFF DEVICE STORAGE OF CRYPTOGRAPHIC KEY MATERIAL	USA	14535558	Nov 7, 2014	Pending			Tero Petteri Harjula, Breon Malachy McCartney
OFF DEVICE STORAGE OF CRYPTOGRAPHIC KEY MATERIAL	PCT	PCTUS2015059634	Nov 7, 2015	Pending			Tero Petteri Harjula, Breon Malachy McCartney
Security Reliance Scoring for Cryptographic Material and Processes	USA	14802502	Jul 17, 2015	Pending			Deyan Bektchiev, Daniel Christian Elarde, Gavin Hill, Remo Ronca, Matthew Woods
Assisted Improvement of Security Reliance Scores	USA	15137132	Apr 25, 2016	Pending			Garrett Val Biesinger, Daniel G. DeBate, Harigopan Ravindran Nair, Remo Ronca, Matthew Woods
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