

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Esentire, Inc.		09/15/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	87502708	ESLOG	
Serial Number:	87502694	ESENDPOINT	
Serial Number:	87502637	ESNETWORK	
Serial Number:	87488607	ESARTEMIS MDR PLATFORM	
Serial Number:	87488567	ESARTEMIS	
Serial Number:	87488491	ESARTEMIS MDR TECHNOLOGY	
Serial Number:	87099458	ESENTIRE TRAINING DAY	
Serial Number:	87099422	ESENTIRE DNS FIREWALL	
Serial Number:	87099400	ESENTIRE MDR	
Serial Number:	87358348	ESENTIRE MANAGED DETECTION AND RESPONSE	
Serial Number:	87135513	ESENTIRE ENDPOINT MANAGED DETECTION AND	
Serial Number:	87099441	CYMON	
Serial Number:	87135517	ESENTIRE ENDPOINT MDR	
Serial Number:	86457284	ESENTIRE NETWORK INTERCEPTOR	
Serial Number:	86457394	ESENTIRE TRAP	
Serial Number:	86457375	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS	
Serial Number:	86457328	ESENTIRE LOG SENTRY	
Serial Number:	86457294	ESENTIRE HOST INTERCEPTOR	
Serial Number:	86852707	TARGETED RETROSPECTION	

OP \$515.00 87502708

Property Type	Number	Word Mark
Registration Number:	4468573	ESENTIRE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172681
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	09/15/2017

Total Attachments: 10

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Recordation Form Cover Sheet

TRADEMARKS ONLY

#4

United States Trademarks

Owner	Trademark	Serial/ Registration No.
eSentire, Inc.	ESLOG	87502708
eSentire, Inc.	ESENDPOINT	87502694
eSentire, Inc.	ESNETWORK	87502637
eSentire, Inc.	ESARTEMIS MDR PLATFORM	87488607
eSentire, Inc.	ESARTEMIS	87488567
eSentire, Inc.	ESARTEMIS MDR TECHNOLOGY	87488491
eSentire, Inc.	ESENTIRE TRAINING DAY	87099458
eSentire, Inc.	ESENTIRE DNS FIREWALL	87099422
eSentire, Inc.	ESENTIRE MDR	87099400
eSentire, Inc.	ESENTIRE MANAGED DETECTION AND RESPONSE	87358348
eSentire, Inc.	ESENTIRE ENDPOINT MANAGED DETECTION AND RESPONSE	87135513
eSentire, Inc.	CYMON	87099441
eSentire, Inc.	ESENTIRE ENDPOINT MDR	87135517
eSentire, Inc.	ESENTIRE NETWORK INTERCEPTOR	86457284
eSentire, Inc.	ESENTIRE TRAP	86457394
eSentire, Inc.	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS PLATFORM	86457375
eSentire, Inc.	ESENTIRE LOG SENTRY	86457328
eSentire, Inc.	ESENTIRE HOST INTERCEPTOR	86457294
eSentire, Inc.	TARGETED RETROSPECTION	86852707
eSentire, Inc.	ESENTIRE	4468573

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 15, 2017 by and between **ALLY BANK** ("*Bank*") and **ESENTIRE, INC.**, a British Columbia corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "*Loans*") to 1126833 B.C. Ltd. and 1126836 B.C. Ltd (collectively, "*Borrowers*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers 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, Patents and Designs to secure the obligations of Grantor under the Loan Documents to which it is a party.

C. Pursuant to the terms of a security agreement dated of even date herewith, 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 (as defined therein).

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 Documents to which it is a party 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 all of its present and future indebtedness, liabilities and obligations under the Loan Documents 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, Trademarks and Designs listed on Exhibits A, B, C and D hereto), except for any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, 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 Documents. 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.

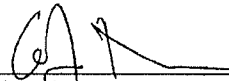
Grantor represents and warrants that Exhibits A, B, C and D attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office as applicable, except for any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

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:

ESENTIRE, INC.

By 
Name Cary Davis
Title President

Address of Grantor:

278 Pinebush Road, Suite 101
Cambridge, ON N1T 1Z6

Bank:

ALLY BANK

By _____
Name _____
Title _____

Address of Bank:

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

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:

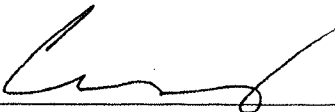
ESENTIRE, INC.

By _____
Name _____
Title _____

Address of Grantor:

Bank:

ALLY BANK

By  _____
Name MIKE GRIFFIN
Title AUTHORIZED SIGNATORY

Address of Bank:

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

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

United States Patents

Patent Application Number	Filing Date	Title
15/451,994	03/07/17	System and Method for Efficient Network Conversations Bandwidth Statistics Gathering

Canadian Patents

Patent Application Number	Filing Date	Title
T8479493CA	8/1/2017	System and Method for Efficient Network Conversations Bandwidth Statistics Gathering

EXHIBIT C
TRADEMARKS

Canadian Trademarks

Owner	Trademark	Application/ Registration No.
eSentire, Inc.	esLOG	1842313
eSentire, Inc.	esENDPOINT	1842316
eSentire, Inc.	esNETWORK	1842320
eSentire, Inc.	ESARTEMIS MDR PLATFORM	1839231
eSentire, Inc.	ESARTEMIS	1839237
eSentire, Inc.	ESARTEMIS MDR TECHNOLOGY	1839235
eSentire, Inc.	ESENTIRE MANAGED DETECTION AND RESPONSE	1822988
eSentire, Inc.	ESENTIRE ENDPOINT MDR	1792582
eSentire, Inc.	ESENTIRE ENDPOINT MANAGED DETECTION AND RESPONSE	1792584
eSentire, Inc.	ESENTIRE TRAINING DAY	1788834
eSentire, Inc.	ESENTIRE MDR	1788500
eSentire, Inc.	ESENTIRE MANAGED THREAT DETECTION AND RESPONSE	1788501
eSentire, Inc.	CYMON	1788254
eSentire, Inc.	ESENTIRE DNS FIREWALL	1788255
eSentire, Inc.	TARGETED RETROSPECTION	1757684
eSentire, Inc.	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS PLATFORM	1701523
eSentire, Inc.	ESENTIRE TRAP	1701522
eSentire, Inc.	ESENTIRE LOG SENTRY	1701524
eSentire, Inc.	ESENTIRE NETWORK INTERCEPTOR	1701526
eSentire, Inc.	ESENTIRE HOST INTERCEPTOR	1701528
eSentire, Inc.	ACTIVE THREAT PROTECTION	TMA930967
eSentire, Inc.	ESENTIRE	TMA842701

IP SECURITY AGREEMENT - ESENTIRE

LEGAL_27711318.3

TRADEMARK
REEL: 006155 FRAME: 0245

United States Trademarks

Owner	Trademark	Serial/ Registration No.
eSentire, Inc.	ESLOG	87502708
eSentire, Inc.	ESENDPOINT	87502694
eSentire, Inc.	ESNETWORK	87502637
eSentire, Inc.	ESARTEMIS MDR PLATFORM	87488607
eSentire, Inc.	ESARTEMIS	87488567
eSentire, Inc.	ESARTEMIS MDR TECHNOLOGY	87488491
eSentire, Inc.	ESENTIRE TRAINING DAY	87099458
eSentire, Inc.	ESENTIRE DNS FIREWALL	87099422
eSentire, Inc.	ESENTIRE MDR	87099400
eSentire, Inc.	ESENTIRE MANAGED DETECTION AND RESPONSE	87358348
eSentire, Inc.	ESENTIRE ENDPOINT MANAGED DETECTION AND RESPONSE	87135513
eSentire, Inc.	CYMON	87099441
eSentire, Inc.	ESENTIRE ENDPOINT MDR	87135517
eSentire, Inc.	ESENTIRE NETWORK INTERCEPTOR	86457284
eSentire, Inc.	ESENTIRE TRAP	86457394
eSentire, Inc.	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS PLATFORM	86457375
eSentire, Inc.	ESENTIRE LOG SENTRY	86457328
eSentire, Inc.	ESENTIRE HOST INTERCEPTOR	86457294
eSentire, Inc.	TARGETED RETROSPECTION	86852707
eSentire, Inc.	ESENTIRE	4468573

IP SECURITY AGREEMENT - ESENTIRE

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TRADEMARK
REEL: 006155 FRAME: 0246

EXHIBIT D

DESIGNS

None.

IP SECURITY AGREEMENT - ESENTIRE

LEGAL_27711318.3

RECORDED: 09/15/2017

TRADEMARK
REEL: 006155 FRAME: 0247