

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EntIT Software LLC		09/01/2017	Limited Liability Company: DELAWARE
Stratify, Inc.		09/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	500 Stanton Christiana Road
Internal Address:	NCC5, 1st Floor
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713-2107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1568021	TOPIC
Registration Number:	1582400	VERITY
Registration Number:	1730712	ATALLA
Registration Number:	1899704	LOADRUNNER
Registration Number:	2045202	SERVICECENTER
Registration Number:	2060854	
Registration Number:	2133164	LIT
Registration Number:	2171653	ULTRASEEK
Registration Number:	2196840	KEYVIEW
Registration Number:	2296333	SITESCOPE
Registration Number:	2362181	DELTA BLOCK
Registration Number:	2442647	SENDONCE
Registration Number:	2473704	VERITY
Registration Number:	2717818	SHUNRA
Registration Number:	2931096	DIGITAL SAFE
Registration Number:	3026418	SYSTINET
Registration Number:	3039353	ARCSIGHT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3228720	VERTICA
Registration Number:	3230689	MYROAM
Registration Number:	3235000	CONTROLHUB
Registration Number:	3329819	CONNECTED EMAILOPTIMIZER
Registration Number:	3630943	FORTIFY
Registration Number:	4093227	WEBINSPECT
Registration Number:	4474100	FORTIFY
Registration Number:	4481816	ENTERPRISE 20/20
Registration Number:	4606652	HAVEN
Registration Number:	4674960	FORTIFY
Registration Number:	4782537	VERTICA PULSE
Registration Number:	4849541	PROTECT724
Registration Number:	4999563	VERIGREEN
Registration Number:	4999566	CLOUDSLANG
Registration Number:	5008106	TRUCLIENT
Registration Number:	5023087	CODAR
Registration Number:	5054959	THREAT CENTRAL
Registration Number:	5087894	DEVINSPECT
Registration Number:	5092029	TECHBEACON
Registration Number:	5176844	NETWORK CAPTURE EXPRESS
Registration Number:	5181977	STORMRUNNER
Serial Number:	86752230	V
Serial Number:	87057466	ALM OCTANE
Serial Number:	87095297	MALTESE
Serial Number:	87273509	APPULSE
Serial Number:	87482806	AUTOPASS
Serial Number:	87482877	AUTOPASS

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 39572-27-RFS

NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	10/11/2017
Total Attachments: 9 source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page1.tif source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page2.tif source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page3.tif source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page4.tif source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page5.tif source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page6.tif source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page7.tif source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page8.tif source=Trademark Security Agreement (Miami) 09-01-2017 (EXECUTED)_(48764376_1)#page9.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of September 1, 2017, is made by by EntIT Software LLC, a Delaware limited liability company (“**EntIT**”), and Stratify, Inc., a Delaware corporation (“**Stratify**”, and together with EntIT, the “**Grantors**” and each individually a “**Grantor**”) in favor of JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantors owns and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a Security Agreement dated as of November 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

1. all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
2. all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
3. all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by

reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

4. the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


ENTIT SOFTWARE LLC,
as a Grantor

By: Eileen Evans
Name: Eileen Evans
Title: Manager

Signature Page to Trademark Security Agreement (Miami)

TRADEMARK
REEL: 006179 FRAME: 0862

STARTIFY, INC.,
as Grantor

By: 
Name: Eileen Evans
Title: President

Signature Page to Trademark Security Agreement (Miami)

TRADEMARK
REEL: 006179 FRAME: 0863

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as the Collateral Agent

By: Belinda Lucas
Name:
Title: Authorised Signatory
Belinda Lucas
Associate

Signature Page to Trademark Security Agreement (Miami)

TRADEMARK
REEL: 006179 FRAME: 0864

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US Trademarks and Trademark Applications:

Registered Owner	Trademark Description	Reg. No./App No.	Reg. Date/Date Filed
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	ALM OCTANE	87057466 (Pending ITU)	2016-06-02
EntIT Software LLC	APPPULSE	87273509	2016-12-19
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	ARCSIGHT	3039353	2006-01-10
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	ATALLA	1730712	1992-11-10
EntIT Software LLC	AUTOPASS	87482877	2017-06-09
EntIT Software LLC	AUTOPASS	87482806 (Pending ITU)	2017-06-09
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	CLOUDSLANG	4999566	2016-07-12
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	CODAR	5023087	2016-08-16
EntIT Software LLC	CONNECTED EMAILOPTIMIZER	3329819	2007-11-06
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	CONTROLHUB	3235000	2007-04-24
EntIT Software LLC	DELTA BLOCK	2362181	2000-06-27
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	DEVINSPECT	5087894	2016-11-22
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	DIGITAL SAFE	2931096	2005-03-08
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	ENTERPRISE 20/20	4481816	2014-02-11

Registered Owner	Trademark Description	Reg. No./App No.	Reg. Date/Date Filed
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	FORTIFY	3630943	2009-06-02
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	FORTIFY	4474100	2014-01-28
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	FORTIFY	4674960	2015-01-20
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	HAVEN	4606652	2014-09-16
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	KEYVIEW	2196840	1998-10-20
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	LOADRUNNER	1899704	1995-06-13
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	MALTESE	87095297 (Pending ITU)	2016-07-06
EntIT Software LLC	MYROAM	3230689	2007-04-17
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	NETWORK CAPTURE EXPRESS	5176844	2014-12-19
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	PROTECT724	4849541	2015-11-10
EntIT Software LLC	SENDONCE	2442647	2001-04-10
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	SERVICECENTER	2045202	1997-03-11
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	SHUNRA	2717818	2003-05-20
EntIT Software LLC	SITESCOPE	2296333	1999-11-30
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	STORMRUNNER	5181977	2014-07-03

Registered Owner	Trademark Description	Reg. No./App No.	Reg. Date/Date Filed
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	SYSTINET	3026418	2005-12-13
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	TECHBEACON	5092029	2016-11-29
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	THREAT CENTRAL	5054959	2013-09-04
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	TOPIC	1568021	1989-11-28
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	TRUCLIENT	5008106	2016-07-26
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	ULTRASEEK	2171653	1998-07-07
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	V and Design	86752230 (Pending ITU)	2015-09-09
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	VERIGREEN	4999563	2016-07-12
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	VERITY	1582400	1990-02-13
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	VERITY and Design	2473704	2001-07-31
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	VERTICA	3228720	2007-04-10
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	VERTICA PULSE	4782537	2015-07-28
Hewlett Packard Enterprise Development LP (in the process of assignment to EntIT Software LLC)	WEBINSPECT	4093227	2012-01-31

Registered Owner	Trademark Description	Reg. No./App No.	Reg. Date/Date Filed
Stratify, Inc.	LIT	2133164	1998-01-27
Stratify, Inc.	DESIGN ONLY	2060854	1997-05-13