

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FAIRWARNING, LLC	FORMERLY FAIRWARNING, INC.	05/22/2018	Limited Liability Company: FLORIDA
FAIRWARNING IP, LLC		05/22/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3366695	FAIRWARNING	
<b>Registration Number:</b>	3371855	TRUST BUT VERIFY	
<b>Registration Number:</b>	4578562	FAIRWARNING READY	
<b>Registration Number:</b>	5313927	PATIENT PRIVACY INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome llp, one logan square, 8th fl		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-18041		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

OP \$115.00 3366695

<b>DATE SIGNED:</b>	05/30/2018
---------------------	------------

**Total Attachments: 6**

source=Intellectual Property Security Agreement (Mainsail - FairWarning)#page1.tif  
source=Intellectual Property Security Agreement (Mainsail - FairWarning)#page2.tif  
source=Intellectual Property Security Agreement (Mainsail - FairWarning)#page3.tif  
source=Intellectual Property Security Agreement (Mainsail - FairWarning)#page4.tif  
source=Intellectual Property Security Agreement (Mainsail - FairWarning)#page5.tif  
source=Intellectual Property Security Agreement (Mainsail - FairWarning)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or replaced from time to time, this “**Agreement**”) is dated with effect as of the 22<sup>nd</sup> day of May, 2018 and executed and delivered by **FAIRWARNING IP, LLC**, a Florida limited liability company and **FAIRWARNING, LLC (f/k/a FAIRWARNING, INC.)**, a Florida limited liability company (collectively and individually, the “**Debtor**”) to and in favor of **PNC BANK, NATIONAL ASSOCIATION**, as agent for the Lenders (as defined in the Revolving Credit, Term Loan, Security Agreement and Guaranty, as hereinafter defined), together with its successors and assigns in such capacity, “**Agent**”.

RECITALS

- A. The Debtor is or is about to become indebted to the Agent and the Lenders pursuant to a certain Revolving Credit, Term Loan, Security Agreement And Guaranty, *inter alios*, the Debtor, certain affiliates of the Debtor, the Agent and the Lenders dated with effect as of the date hereof (as amended, supplemented, replaced or restated from time to time, the “**Credit and Security Agreement**”); and
- B. As a condition to extending credit to or for the account of the Debtor, the Agent and the Lenders have required the execution and delivery of this Agreement by the Debtor.

NOW THEREFORE in consideration of the extension of credit by the Agent and the Lenders to the Debtor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Debtor, the Debtor hereby covenants and agrees to and in favor of the Agent as follows:

1. **Definitions**

Except as otherwise expressly provided herein, capitalized terms used in this Agreement (including in the Recitals hereof) but not defined herein shall have the meanings assigned to such terms in the Credit and Security Agreement. In addition, in this Agreement, unless the context expressly or by necessary implication otherwise required, the following terms shall have the meanings set forth below:

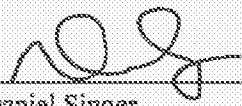
- (a) “**Copyrights**” means all of the Debtor’s right, title and interest in and to all copyrights and all copyright registrations and applications made by the Debtor, including, without limitation the United States copyrights listed on **Exhibit A**, together with (i) any and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (ii) the right to sue for past infringement and damages therefor, and (iii) licenses thereunder, all as presently existing or hereafter arising or acquired.
- (b) “**Patents**” means all of the Debtor’s right, title and interest in and to patents or applications for patents, industrial designs or applications for industrial designs made by the Debtor, including without limitation the United States patents listed on **Exhibit B**, together with (i) all fees or royalties with respect thereto, (ii) the right to sue for past infringement and damages therefor, and (iii) licenses thereunder, all as presently existing or hereafter arising or acquired.
- (c) “**Security Interest**” shall have the meaning ascribed thereto in Section 2.

- (d) **“Trademark”** and **“Trademarks”** means all of the Debtor’s right, title and interest in and to trademarks, service marks, collective membership marks, registrations and applications for registration for each made by the Debtor, including, without limitation, the United States marks listed on **Exhibit C**, together with (i) the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired.
2. **Security Interest.** The Debtor hereby irrevocably grants the Agent a security interest (the **“Security Interest”**), in the Copyrights, in the Patents and in the Trademarks to secure payment of its Obligations. As set forth in the Credit and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use the trademark application, unless such action is permitted under applicable law. The Debtor hereby authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office or any similar office or agency of any foreign country, and any other applicable governmental body record this Agreement.
3. **Attachment.** The Debtor and the Agent and the Lenders intend that the Security Interest created hereby attaches to the Copyrights, the Patents and to the Trademarks upon the execution of this Agreement and that the Security Interest will attach to the Copyrights, the Patents and to the Trademarks acquired after the date of execution of this Agreement at the time that the Debtor acquires rights in same. The Debtor and the Agent agree that value has been given.
4. **Binding Effect; Benefits.** This Agreement shall be binding upon the Debtor and its successors and assigns, and shall inure to the benefit of the Agent (for itself and the benefit of the Lenders) and its successors and assigns.
5. **Governing Law.** This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the General Obligations Law of the State of New York.
6. **Counterparts.** This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.
7. **Paramountcy.** In the event of any conflict or inconsistency with the provisions hereof and the provisions of the Credit and Security Agreement, the provisions of the Credit and Security Agreement shall prevail and govern but only to the extent of such conflict or inconsistency.

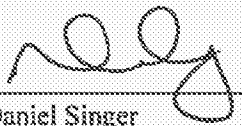
*[Signature Pages Follows]*

IN WITNESS WHEREOF, the Debtor has executed and delivered this Intellectual Property Security Agreement to and in favor of the Agent under seal with effect as of the date first written above.

**FAIRWARNING, LLC**

By:   
Name: Daniel Singer  
Title: Vice President and Treasurer

**FAIRWARNING IP, LLC**

By:   
Name: Daniel Singer  
Title: Vice President and Treasurer

**EXHIBIT A**

**UNITED STATES COPYRIGHTS**

<b>Title</b>	<b>Owner</b>	<b>Copyright Registration No.</b>	<b>Registered</b>	<b>Published</b>
The FairWarning Patient Privacy Framework For Breach Detection And Prevention.	FAIRWARNING, LLC (f/k/a FAIRWARNING, INC.)	TX0007306183	6/3/2010	5/4/2010

**EXHIBIT B**

**UNITED STATES PATENTS**

<b>File Name</b>	<b>Owner</b>	<b>App No.</b>	<b>Patent/Reg. No.</b>	<b>Date of Grant</b>	<b>File Date</b>
System and Method of Fraud and Misuse Detection Using Event Logs	FAIRWARNING IP, LLC	11/687,864	8578500	11/5/2013	3/19/2007
System and Method of Fraud and Misuse Detection Using Event Logs	FAIRWARNING IP, LLC	14/102,017	9202189	12/1/2015	12/10/2013
User Identity Mapping System and Method of Use	FAIRWARNING IP, LLC	14/244,403	9330134	5/3/2016	4/3/2014
System and Method of Fraud and Misuse Detection Using Event Logs	FAIRWARNING IP, LLC	14/954,470	9916468	3/13/2018	11/30/2015

**EXHIBIT C**

**UNITED STATES TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>App No.</b>
FAIRWARNING	FAIRWARNING IP, LLC	78617294	3366695	4/26/2005	January 8, 2008	78/617294
TRUST BUT VERIFY	FAIRWARNING IP, LLC	77160340	3371855	4/19/2007	January 22, 2008	77/160340
FAIRWARNING READY	FAIRWARNING IP, LLC	85943322	4578562	5/28/2013	August 5, 2014	85/943322
PATIENT PRIVACY INTELLIGENCE	FAIRWARNING IP, LLC	87210286	5313927	10/20/2016	October 17, 2017	87/210286