

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Centrify Corporation		05/04/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Agent		
<b>Street Address:</b>	150 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3158199	CENTRIFY	
<b>Registration Number:</b>	4706549	CENTRIFY EXPRESS	
<b>Registration Number:</b>	4706547	CENTRIFY FOR MOBILE	
<b>Registration Number:</b>	4604865	CENTRIFY FOR SAAS	
<b>Registration Number:</b>	4991222	CENTRIFY IDENTITY SERVICE	
<b>Registration Number:</b>	5196106	CENTRIFY PRIVILEGE SERVICE	
<b>Registration Number:</b>	4706546	CENTRIFY SERVER SUITE	
<b>Registration Number:</b>	4706548	CENTRIFY SUITE	
<b>Registration Number:</b>	4706545	CENTRIFY USER SUITE	
<b>Registration Number:</b>	3671921	DIRECTAUDIT	
<b>Registration Number:</b>	3812766	DIRECTAUDIT	
<b>Registration Number:</b>	3917699	DIRECTAUTHORIZE	
<b>Registration Number:</b>	4454505	DIRECTCONTROL	
<b>Registration Number:</b>	3998783	DIRECTCONTROL EXPRESS	
<b>Registration Number:</b>	4730073	DIRECTMANAGE	
<b>Registration Number:</b>	4706550	DIRECTMANAGE EXPRESS	
<b>Registration Number:</b>	3897790	DIRECTSECURE	
<b>Serial Number:</b>	87485686	MFA EVERYWHERE	
<b>Serial Number:</b>	87326014	NEXT DIMENSION SECURITY	

OP \$540.00 3158199

Property Type	Number	Word Mark
Serial Number:	87326016	THE BREACH STOPS HERE
Serial Number:	87773030	ZERO TRUST SECURITY

**CORRESPONDENCE DATA**

**Fax Number:** 2138918763

*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.*

**Email:** rhonda.deleon@lw.com

**Correspondent Name:** Latham & Watkins LLP

**Address Line 1:** 355 South Grand Avenue

**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560

<b>ATTORNEY DOCKET NUMBER:</b>	053644-0155
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	05/05/2018

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of May 4, 2018, is made by Centrifry Corporation, a Delaware Corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of Golub Capital LLC (“Agent”) in its capacity as administrative agent for the Lenders (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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.

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. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

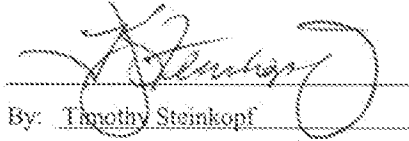
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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:

Centrify Corporation, a Delaware corporation



By: Timothy Steinkopf

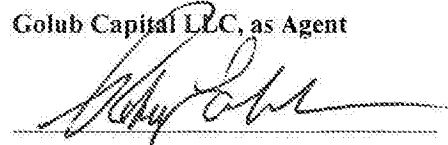
Title: Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement (Golub/Centrify)]*

**TRADEMARK**  
**REEL: 006379 FRAME: 0229**

AGENT:

Golub Capital LLC, as Agent

A handwritten signature in black ink, appearing to read "Robert G. Tuchscherer", written over a horizontal dotted line.

Name: Robert G. Tuchscherer

Title: Managing Director

EXHIBIT A

Copyrights

The Company has unregistered copyrights and trade secrets.

EXHIBIT B

Patents

<b>DATE FILED</b>	<b>APPLICATION NO.</b>	<b>TITLE</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>	<b>STATUS</b>
12/10/04	11/009,921	METHOD AND APPARATUS FOR MAINTAINING MULTIPLE SETS OF IDENTITY DATA	8,024,360	9/20/11	Issued
8/25/11	13/218,353	MAINTAINING MULTIPLE SETS OF IDENTITY DATA	9,015,103	4/21/15	Issued
10/27/05	11/262,000	METHOD AND APPARATUS FOR USER LOG-IN NAME MAPPING	7,591,005	9/15/09	Issued
1/27/16	15/008,374	METHOD AND APPARATUS FOR USER LOG-IN NAME MAPPING			Pending
4/24/06	11/410,543	METHOD AND APPARATUS FOR DYNAMICALLY AND INCREMENTALLY MODIFYING NIS MAPS	8,321,523	11/27/12	Issued
1/23/07	11/657,165	METHOD AND APPARATUS FOR CREATING RFC-2307- COMPLIANT ZONE RECORDS IN AN LDAP DIRECTORY WITHOUT SCHEMA EXTENSIONS	9,442,962	9/13/16	Issued
8/17/16	15/239,776	METHOD AND APPARATUS FOR CREATING RFC-2307 COMPLIANT ZONE RECORDS IN AN LDAP DIRECTORY WITHOUT SCHEMA EXTENSIONS			Allowed



2/12/13	13/765,616	METHOD AND APPARATUS FOR PROVIDING SECURE INTERNAL DIRECTORY SERVICE FOR HOSTED SERVICES			Pending
10/8/13	14/049,171	METHOD AND APPARATUS FOR CREATING CONDITIONAL WINDOWS PROCESS TOKENS	9,197,670	11/24/15	Issued
10/11/13	14/052,591	METHOD AND APPARATUS FOR CREATING SWITCHABLE DESKTOPS WITH SEPARATE AUTHORIZATIONS	9,378,391	6/28/16	Issued
5/5/16	15/147,787	METHOD AND APPARATUS FOR CREATING SWITCHABLE DESKTOPS WITH SEPARATE AUTHORIZATIONS			Allowed
10/11/13	14/052,600	METHOD AND APPARATUS FOR TRANSMITTING ADDITIONAL AUTHORIZATION DATA VIA GSSAPI	9,112,846	8/18/15	Issued
8/18/16	15/240,962	ZERO SIGN-ON USING A WEB BROWSER			Pending
9/13/17	15/703,943	METHOD AND APPARATUS FOR NETWORK FRAUD DETECTION AND REMEDIATION THROUGH ANALYTICS			Pending
10/17/17	15/785,430	RISK ASSESSMENT FOR NETWORK ACCESS CONTROL THROUGH DATA ANALYTICS			Pending
12/21/17	62/608,572	METHOD AND APPARATUS FRO DATA LOSS PREVENTION FTHROUGH FILE COMPARTMENTALIZATION			Pending

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Serial No./ Filing Date</u>	<u>Reg. Number Reg. Date</u>	<u>Applicant/ Registrant</u>	<u>Filing Jurisdiction</u>
CENTRIFY	78755602 Nov. 16, 2005	3158199 Oct. 17, 2006	Centrify Corporation	United States
CENTRIFY	004813309 Dec. 30, 2005	004813309 Feb. 23, 2007	Centrify Corporation	European Community
CENTRIFY	840104790 Apr. 26, 2012	840104790 Apr. 28, 2015	Centrify Corporation	Brazil
CENTRIFY	2315450 Apr. 13, 2012	-	Centrify Corporation	India
CENTRIFY	A0029265 Apr. 10, 2012	1121182 Apr. 10, 2012	Centrify Corporation	Madrid Protocol
CENTRIFY	Apr. 10, 2012	1121182 Apr. 10, 2012	Centrify Corporation	China
CENTRIFY	Apr. 10, 2012	1121182 Apr. 10, 2012	Centrify Corporation	Japan
CENTRIFY	Apr. 10, 2012	1121182 Apr. 10, 2012	Centrify Corporation	Russian Federation
CENTRIFY	Apr. 10, 2012	1121182 Apr. 10, 2012	Centrify Corporation	Turkey
CENTRIFY	1802127 Oct. 12, 2016	1802127 May 17, 2017	Centrify Corporation	Australia
CENTRIFY DIRECTAUDIT	008574956 Sep. 25, 2009	008574956 Mar. 22, 2010	Centrify Corporation	European Community
CENTRIFY DIRECTAUTHORIZE	008528895 Sep. 4, 2009	008528895 Mar. 1, 2010	Centrify Corporation	European Community
CENTRIFY DIRECTCONTROL EXPRESS	008566408 Sep. 22, 2009	008566408 Mar. 16, 2010	Centrify Corporation	European Community
CENTRIFY DIRECTSECURE	008590978 Sep. 15, 2009	008590978 Mar. 1, 2010	Centrify Corporation	European Community
CENTRIFY EXPRESS	86180456 Jan. 30, 2014	4706549 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY EXPRESS	908039352 Jul. 29, 2014	908039352 Jan. 3, 2017	Centrify Corporation	Brazil
CENTRIFY EXPRESS	A0043881 Jul. 17, 2014	1223411 Jul. 17, 2014	Centrify Corporation	Madrid Protocol
CENTRIFY EXPRESS	Jul. 17, 2014	1223411 Jul. 17, 2014	Centrify Corporation	China
CENTRIFY EXPRESS	Jul. 17, 2014	1223411 Jul. 17, 2014	Centrify Corporation	European Community
CENTRIFY EXPRESS	Jul. 17, 2014	1223411	Centrify Corporation	India
CENTRIFY EXPRESS	2883971 July 17, 2014	-	Centrify Corporation	India

CENTRIFY EXPRESS	Jul. 17, 2014	1223411 Jul. 17, 2014	Centrify Corporation	Japan
CENTRIFY EXPRESS	Jul. 17, 2014	1223411 Jul. 17, 2014	Centrify Corporation	Russian Federation
CENTRIFY EXPRESS	Jul. 17, 2014	1223411	Centrify Corporation	Turkey
CENTRIFY FOR MOBILE	86180438 Jan. 30, 2014	4706547 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY FOR SAAS	86180443 Jan. 30, 2014	4604865 Sep. 16, 2014	Centrify Corporation	United States
CENTRIFY IDENTITY SERVICE	86588659 Apr. 6, 2015	4991222 Jul. 5, 2016	Centrify Corporation	United States
CENTRIFY PRIVILEGE SERVICE	86588662 Apr. 6, 2015	5196106 May 2, 2017	Centrify Corporation	United States
CENTRIFY SERVER SUITE	86180435 Jan. 30, 2014	4706546 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY SUITE	86180455 Jan. 30, 2014	4706548 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY USER SUITE	86180428 Jan. 30, 2014	4706545 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY USER SUITE	908039239 Jul. 29, 2014	-	Centrify Corporation	Brazil
CENTRIFY USER SUITE	A0043880 Jul. 17, 2014	1222888 Jul. 17, 2014	Centrify Corporation	Madrid Protocol
CENTRIFY USER SUITE	Jul. 17, 2014	1222888 Jul. 17, 2014	Centrify Corporation	China
CENTRIFY USER SUITE	Jul. 17, 2014	1222888 Jul. 17, 2014	Centrify Corporation	European Community
CENTRIFY USER SUITE	Jul. 17, 2014	1222888	Centrify Corporation	India
CENTRIFY USER SUITE	2881888 July 17, 2014	-	Centrify Corporation	India
CENTRIFY USER SUITE	Jul. 17, 2014	1222888 Jul. 17, 2014	Centrify Corporation	Japan
CENTRIFY USER SUITE	Jul. 17, 2014	1222888 Jul. 17, 2014	Centrify Corporation	Russian Federation
CENTRIFY USER SUITE	Jul. 17, 2014	1222888 Jul. 17, 2014	Centrify Corporation	Turkey
DIRECTAUDIT	77547529 Aug. 14, 2008	3671921 Aug. 25, 2009	Centrify Corporation	United States
DIRECTAUDIT	77723452 Apr. 27, 2009	3812766 Jul. 6, 2010	Centrify Corporation	United States
DIRECTAUTHORIZE	77772912 Jul. 1, 2009	3917699 Feb. 8, 2011	Centrify Corporation	United States
DIRECTCONTROL	85924776 May 6, 2013	4454505 Dec. 24, 2013	Centrify Corporation	United States
DIRECTCONTROL EXPRESS	77832609 Sep. 22, 2009	3998783 Jul. 19, 2011	Centrify Corporation	United States
DIRECTMANAGE	86180452 Jan. 30, 2014	4730073 May 5, 2015	Centrify Corporation	United States

DIRECTMANAGE EXPRESS	86180459 Jan. 30, 2014	4706550 Mar. 24, 2015	Centrify Corporation	United States
DIRECTSECURE	77741646 May 20, 2009	3897790 Dec. 28, 2010	Centrify Corporation	United States
MFA EVERYWHERE	87485686 Jun. 12, 2017	-	Centrify Corporation	United States
NEXT DIMENSION SECURITY	87326014 Feb. 6, 2017	-	Centrify Corporation	United States
THE BREACH STOPS HERE	87326016 Feb. 6, 2017	-	Centrify Corporation	United States
CENTRIFY	1864752 Oct. 26, 2017	-	Centrify Corporation	Canada
ZERO TRUST SECURITY	87773030 Jan. 26, 2018	-	Centrify Corporation	United States

EXHIBIT D

Mask Works

None.