TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505983

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imperva, Inc.		01/10/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	Mail Code: NC1-001-05-45, 101 North Tryon Street, 5th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	87977586	C IMPERVA CAMOUFLAGE
Registration Number:	5092649	COUNTERBREACH
Registration Number:	5196740	COUNTERBREACH
Registration Number:	4034982	
Registration Number:	2997291	IMPERVA
Registration Number:	3002797	IMPERVA
Registration Number:	3002759	SECURESPHERE

OP $190.00 87977586

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

ATTORNEY DOCKET NUMBER:	035017-0034
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/

DATE SIGNED:	01/15/2019

Total Attachments: 13

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Execution Version

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***"), dated as of January 10, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "***Grantors***") in favor of BANK OF AMERICA, N.A., acting through one or more of its branches or any Affiliate thereof ("***Bank of America***"), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, IMPERIAL PURCHASER, LLC, a Delaware limited liability company ("***Holdings***"), IMPERIAL MERGER SUB, INC., a Delaware corporation ("***Merger Sub***"), immediately prior to the consummation of the Merger, as Borrower, IMPERVA, INC., a Delaware corporation ("***Imperva***"), upon and after the consummation of the Merger, as Borrower, each lender from time to time party thereto (collectively, the "***Lenders***" and individually, a "***Lender***"), and Bank of America, as administrative agent and Collateral Agent, entered into that certain Senior Secured First Lien Credit Agreement, dated as of January 10, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of January 10, 2019, made by the grantors party thereto from time to time (the "***Grantors***") to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, except for any Excluded Property (the "***Collateral***"):

(i) the patents and patent applications set forth in Schedule A hereto;

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby;

(iii) all reissues, divisionals, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing, renewals, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IMPERVA, INC.,
a Delaware corporation

By: _____
Name: Michael J. Burns
Title: Chief Financial Officer

PREVOTY, INC.,
a Delaware corporation

By: _____
Name: Michael J. Burns
Title: Treasurer

INCAPSULA, INC.,
a Delaware corporation

By: _____
Name: Michael J. Burns
Title: Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name: Charlene Wright-Jones
Title: Vice President

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____
Name: Jonathan C. Pfeifer
Title: Vice President

[Signature Page to First Lien IP Security Agreement]

SCHEDULE A

PATENTS

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Adaptable, Accurate, and Efficient Aggregation of Web Attack Alerts	U.S.	16/000,779 6/5/2018	—	Pending	Imperva, Inc.
Automatic generation of attribute values for rules of a web application layer attack detector	U.S.	15/672,201 8/8/2017	—	Pending	Imperva, Inc.
Automatic generation of attribute values for rules of a web application layer attack detector	U.S.	13/948,145 7/22/2013	9,027,136 5/5/2015	Registered	Imperva, Inc.
Automatic generation of attribute values for rules of a web application layer attack detector	U.S.	14/676,772 4/1/2015	9,762,592 9/12/2017	Registered	Imperva, Inc.
Automatic generation of different attribute values for detecting a same type of web application layer attack	U.S.	13/948,156 7/22/2013	9,027,137 5/5/2015	Registered	Imperva, Inc.
Automatic stability determination and deployment of discrete parts of a profile representing normal behavior to provide fast protection of web applications	U.S.	15/696,100 9/5/2017	—	Pending	Imperva, Inc.
Automatic stability determination and deployment of discrete parts of a profile representing normal behavior to provide fast protection of web applications	U.S.	14/254,564 4/16/2014	9,781,133 10/3/2017	Registered	Imperva, Inc.
Community-based defense through automatic generation of attribute values for rules of web application layer attack detectors	U.S.	13/948,153 7/22/2013	9,009,832 4/14/2015	Registered	Imperva, Inc.
Compromised insider honey pots using reverse honey tokens	U.S.	13/934,099 7/2/2013	8,973,142 3/3/2015	Registered	Imperva, Inc.

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Compromised insider honey pots using reverse honey tokens	U.S.	14/600,855 1/20/2015	9,401,927 7/26/2016	Registered	Imperva, Inc.
Compromised insider honey pots using reverse honey tokens	U.S.	15/184,982 6/16/2016	9,667,651 5/30/2017	Registered	Imperva, Inc.
Continuous Database Security And Compliance	U.S.	16/109,465 8/22/2018	—	Pending	Imperva, Inc.
Coordinated detection and differentiation of denial of service attacks	U.S.	15/286,487 10/5/2016	—	Pending	Imperva, Inc.
Coordinated detection and differentiation of denial of service attacks	U.S.	14/088,788 11/25/2013	9,148,440 9/29/2015	Registered	Imperva, Inc.
Coordinated detection and differentiation of denial of service attacks	U.S.	14/832,893 8/21/2015	9,485,264 11/1/2016	Registered	Imperva, Inc.
Correlation engine for detecting network attacks and detection method	U.S.	11/369,733 3/8/2006	8,024,804 9/20/2011	Registered	Imperva, Inc.
Data access verification for enterprise resources	U.S.	15/394,756 12/29/2016	—	Pending	Imperva, Inc.
Data access verification for enterprise resources	U.S.	14/688,914 4/16/2015	9,591,008 3/7/2017	Registered	Imperva, Inc.
Data masking system and method	U.S.	11/517,251 9/8/2006	7,974,942 7/5/2011	Registered	Imperva, Inc.
Dealing with web attacks using cryptographically signed http cookies	U.S.	13/218,421 8/25/2011	8,448,233 5/21/2013	Registered	Imperva, Inc.
Detecting Attacks On Databases Based On Transaction Characteristics Determined From Analyzing Database Logs	U.S.	62/654,490 4/8/2018	—	Pending	Imperva, Inc.

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Detecting Attacks On Databases Based On Transaction Characteristics Determined From Analyzing Database Logs	U.S.	15/995,123 5/31/2018	—	Pending	Imperva, Inc.
Detecting web browser based attacks using browser digest compute tests launched from a remote source	U.S.	13/429,235 3/23/2012	8,752,208 6/10/2014	Registered	Imperva, Inc.
Detecting web browser based attacks using browser digest compute tests using digest code provided by a remote source	U.S.	14/297,528 6/5/2014	8,904,558 12/2/2014	Registered	Imperva, Inc.
Detecting web browser based attacks using browser response comparison tests launched from a remote source	U.S.	13/429,247 3/23/2012	8,869,279 10/21/2014	Registered	Imperva, Inc.
Detection of compromised unmanaged client end stations using synchronized tokens from enterprise-managed client end stations	U.S.	14/750,539 6/25/2015	9,680,833 6/13/2017	Registered	Imperva, Inc.
Detection Of Malicious Attempts To Access A Decoy Database Object Based On Connection Type	U.S.	15/924,156 3/16/2018	—	Pending	Imperva, Inc.
Dynamic content caching	U.S.	13/167,130 6/23/2011	9,400,851 7/26/2016	Registered	Incapsula, Inc.
Dynamic learning method and adaptive normal behavior profile (NBP) architecture for providing fast protection of enterprise applications	U.S.	12/814,753 6/14/2010	8,713,682 4/29/2014	Registered	Imperva, Inc.
Dynamic learning method and adaptive normal behavior profile (NBP) architecture for providing fast protection of enterprise applications	U.S.	10/991,467 11/19/2004	7,743,420 6/22/2010	Registered	Imperva, Inc.

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Infrastructure distributed denial of service (DDOS) protection	WO	PCT/US2017/ 038365 6/20/2017	—	Pending	Imperva, Inc.
Infrastructure distributed denial of service (DDOS) protection	U.S.	15/628,620 6/20/2017	—	Pending	Imperva, Inc.
Insider Threat Detection Utilizing User Group Data Object Access Analysis	U.S.	15/673,932 8/10/2017	—	Pending	Imperva, Inc.
Iterative automatic generation of attribute values for rules of a web application layer attack detector	U.S.	13/948,148 7/22/2013	8,997,232 3/31/2015	Registered	Imperva, Inc.
Method and apparatus for high-speed detection and blocking of zero day worm attacks	U.S.	10/953,557 9/30/2004	7,752,662 7/6/2010	Registered	Imperva, Inc.
Method and security system for indentifying and blocking web attacks by enforcing read-only parameters	U.S.	11/423,364 6/9/2006	8,051,484 11/1/2011	Registered	Imperva, Inc.
Method and system for masking data in a consistent manner across multiple data sources	U.S.	12/030,695 2/13/2008	8,055,668 11/8/2011	Registered	Imperva, Inc.
Method and system for transparently encrypting sensitive information	U.S.	11/698,976 1/29/2007	8,135,948 3/13/2012	Registered	Imperva, Inc.
Method for monitoring stored procedures	U.S.	11/854,641 9/13/2007	8,056,141 11/8/2011	Registered	Imperva, Inc.
Method for monitoring stored procedures	U.S.	13/245,913 9/27/2011	8,453,255 5/28/2013	Registered	Imperva, Inc.
On-demand content classification using an out-of-band communications channel for facilitating file activity monitoring and control	U.S.	13/787,536 3/6/2013	9,128,941 9/8/2015	Registered	Imperva, Inc.

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Selective modification of encrypted application layer data in a transparent security gateway	U.S.	14/081,726 11/15/2013	9,148,446 9/29/2015	Registered	Imperva, Inc.
Selective modification of encrypted application layer data in a transparent security gateway	U.S.	14/833,012 8/21/2015	9,456,002 9/27/2016	Registered	Imperva, Inc.
Selective modification of encrypted application layer data in a transparent security gateway	U.S.	14/833,013 8/21/2015	9,553,892 1/24/2017	Registered	Imperva, Inc.
System and method for correlating between http requests and SQL queries	U.S.	11/609,662 12/12/2006	7,640,235 12/29/2009	Registered	Imperva, Inc.
System and method for preventing web frauds committed using client-scripting attacks	U.S.	12/143,168 6/20/2008	8,181,246 5/15/2012	Registered	Imperva, Inc.
System and method for preventing web frauds committed using client-scripting attacks	U.S.	13/472,391 5/15/2012	9,455,997 9/27/2016	Registered	Imperva, Inc.
System and method for preventing web frauds committed using client-scripting attacks	U.S.	13/418,238 3/12/2012	8,984,630 3/17/2015	Registered	Imperva, Inc.
Systems and Methods for Improving Accuracy in Recognizing and Neutralizing Injection Attacks in Computer Services	U.S.	16/015,980	—	Pending	Prevoty, Inc.
Systems and Methods for SQL Query Constraint Solving	U.S.	14/599,978 1/19/2015	9,519,774 12/13/2016	Registered	Prevoty, Inc.
Systems and Methods for SQL Type Evaluation to Detect Evaluation Flaws	U.S.	15/268,503 9/16/2016	10,002,254 6/19/2018	Registered	Prevoty, Inc.
Systems and Methods for SQL Type Evaluation to Detect Evaluation Flaws	U.S.	15/268,510 9/16/2016	10,025,936 7/17/2018	Registered	Prevoty, Inc.

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Systems and Methods for Statistical Caching	U.S.	14/599,975 1/19/2015	9,800,684 10/24/2017	Registered	Prevoty, Inc.
Systems and Methods for Tokenizing User-Generated Content to Enable the Prevention of Attacks	U.S.	13/839,622 3/15/2013	9,313,223 4/12/2016	Registered	Prevoty, Inc.
Systems and Methods for Tokenizing User-Generated Content to Prevent Attacks	U.S.	13/839,807 3/15/2013	9,098,722 8/4/2015	Registered	Prevoty, Inc.
Techniques for botnet detection and member identification	U.S.	15/442,582 2/24/2017	—	Pending	Imperva, Inc.
Techniques for detecting compromises of enterprise end stations utilizing noisy tokens	U.S.	15/345,445 11/7/2016	—	Pending	Imperva, Inc.
Techniques for detecting enterprise intrusions utilizing active tokens	U.S.	15/672,055 8/8/2017	—	Pending	Imperva, Inc.
Techniques for preventing large-scale data breaches utilizing differentiated protection layers	U.S.	15/582,363 4/28/2017	—	Pending	Imperva, Inc.
Techniques for preventing large-scale data breaches utilizing differentiated protection layers	U.S.	14/983,414 12/29/2015	9,674,202 6/6/2017	Registered	Imperva, Inc.
Techniques for securely detecting compromises of enterprise end stations utilizing tunnel tokens	U.S.	15/187,657 6/20/2016	—	Pending	Imperva, Inc.
Techniques for targeted botnet protection	U.S.	15/442,560 2/24/2017	—	Pending	Imperva, Inc.
Techniques for targeted botnet protection using collective botnet analysis	U.S.	15/442,571 2/24/2017	—	Pending	Imperva, Inc.
Techniques for tracking actual users in web application security systems	U.S.	11/563,589 11/27/2006	8,392,963 3/5/2013	Registered	Imperva, Inc.

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Unobtrusive protection for large-scale data breaches utilizing user-specific data object access budgets	U.S.	15/582,388 4/28/2017	—	Pending	Imperva, Inc.
Unobtrusive protection for large-scale data breaches utilizing user-specific data object access budgets	U.S.	14/983,423 12/29/2015	9,674,201 6/6/2017	Registered	Imperva, Inc.
Virtual encryption patching using multiple transport layer security implementations	U.S.	14/944,151 11/17/2015	10,020,941 7/10/2018	Registered	Imperva, Inc.

SCHEDULE B

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
C IMPERVA CAMOUFLAGE and Design 	U.S.	87977586 5/26/2017	—	Pending	Imperva, Inc.
COUNTERBREACH	U.S.	86795284 10/21/2015	5092649 11/29/2016	Registered	Imperva, Inc.
 COUNTERBREACH and Design	U.S.	86899764 2/5/2016	5196740 5/2/2017	Registered	Imperva, Inc.
 Design only	U.S.	85257129 3/3/2011	4034982 10/4/2011	Registered	Imperva, Inc.
INCAPSULA	U.S.	85311917 5/4/2011	4117544 3/27/2012	Registered	Incapsula, Inc.
IMPERVA	U.S.	78373914 2/25/2004	2997291 9/20/2005	Registered	Imperva, Inc.
IMPERVA	U.S.	78350741 1/12/2004	3002797 9/27/2005	Registered	Imperva, Inc.
SECURESPHERE	U.S.	78334636 12/1/2003	3002759 9/27/2005	Registered	Imperva, Inc.