

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utimaco Inc.		02/04/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NIBC Bank N.V.		
Street Address:	Carnegieplein 4		
City:	The Hague		
State/Country:	NETHERLANDS		
Postal Code:	NL 2517 KJ		
Entity Type:	Corporation: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74087132	ATALLA	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	614974		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	02/05/2019		
Total Attachments: 16			
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**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of February 4, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of NIBC Bank N.V., as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Security Agreement dated as of February 4, 2019 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

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

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

(i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. Governing Law

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.

SECTION 5. Termination

Upon the occurrence of the Discharge Date and termination of the Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

UTIMACO INC., as Grantor

By: 

Name: Frank Nellissen

Title: Chief Financial Officer

NIBC BANK N.V., as Security Agent, as Grantee

By: _____

Name:

Title:

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006551 FRAME: 0049

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

UTIMACO INC., as Grantor

By: _____
Name:
Title:

NIBC BANK N.V., as Security Agent, as Grantee

By: 	
Name: Cordula Uit den Bogaard	J. Kennen
Title: Associate Director	Director

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS BY UTIMACO INC.

Patent ID	Patent Title	Application Number	Publication Number	Patent Number	Jurisdiction	Filed Date	Grant Date
82110674	CRYPTOGRAM PHIC SYSTEM	09/017759		6378072	US	2/3/1998	4/23/2002
82110677	CRYPTOGRAM PHIC SYSTEM ENABLING OWNERSHIP OF A SECURE PROCESS	09/949323	20020073316	7055029	US	9/7/2001	5/30/2006
84265695	SECURE KEY COMPONENT AND PIN ENTRY	14/817978	20170041143		US	8/4/2015	to be discontinued
82122077	Method And System For Secure Storage, Transmission And Control Of Cryptographic Keys	10/187404	20040001595	7660421	US	6/28/2002	2/9/2010
82122080	Method And System For	12/645516	20100158247	8135132	US	12/23/2000	3/13/2012

Secure Storage, Transmission And Control Of Cryptographic Keys	82122038	10/187266	20040003246	7392384	US	6/28/2002	6/24/2008
Method And System For Secure Storage, Transmission And Control Of Cryptographic Keys							
Secure Circuit Assembly	82209524	11/125458	20060259788	7549064	US	5/10/2005	6/16/2009
Cryptographic Key Setup In Queued Cryptographic Systems	82118210	10/062808	20030149883	7318160	US	2/1/2002	1/8/2008
INHIBITING A PENETRATION ATTACK	90365365	15/507683			US	4/29/2015	
PHYSICAL BARRIER TO INHIBIT APENETRATIONS ATTACK	90364555	15/507697	20170286724		US	4/29/2015	
SECURE BOOT INFORMATION	83782782	14/233334	20140189340	9418027	US	3/30/2012	8/16/2016

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83782775	ON WITH VALIDATION CONTROL DATA SPECIFYING A VALIDATION TECHNIQUE	14/233321	20140165206	9465755	US	12/15/2011 1	10/11/2016
83784170	SECURITY PARAMETER ZEROIZATION N	14/232224	20140156961	9483422	US	1/31/2012	11/1/2016
83701896	Access to Memory Region Including Confidential Information	14/130871	20140130189	9418026	US	2/8/2012	8/16/2016
83100806	TRANSITION BETWEEN STATES IN A PROCESSOR Managing A Fault Condition By A Security Module	13/662678	20140123322	8918893	US	10/29/2011 2	12/23/2014
90065904	SHIELD FOR AN ELECTRONI C DEVICE	14/780686	20160062418		US	3/28/2013	to be discontinued
90362389	PENETRATI ON DETECTION BOUNDARY	15/508185	20170286725		US	4/14/2015	to be discontinued

Execution Version

84265690	HAVING A HEAT SINK KEY OBFUSCATI ON	14/815659	20170033927	US	7/31/2015	to be discontinued
82265216	METHODS, SYSTEMS, AND APPARATUS TO PREVENT MEMORY IMPRINTING	13/052755	20120246432	US	3/21/2011	3/4/2014
82962805	MICROPRO CESSOR TESTING CIRCUIT	13/455867	20130024153	US	4/25/2012	to be discontinued
82833030	FIRST AND SECOND VOLTAGE MEASUREMENTS TO ADJUST A VOLTAGE MEASURER	13/355315	20130024143	US	1/20/2012	1/6/2015
84210513	SECURITY SHIELD ASSEMBLY	14/432910	20150244374	US	10/2/2012	9/20/2016
82972979	MEMORY CIRCUIT	13/460514	20130286756	US	4/30/2012	5/6/2014
82828079	STORING EVENT DATA AND A TIME VALUE IN MEMORY	13/407845	20130024716	US	2/29/2012	4/21/2015

Execution Version

83982178	WITH AN EVENT LOGGING MODULE	CRYPTOGRA PHIC SYSTEM	88101616	413988	TW	2/3/1999	12/1/2000
90173670	INHIBITING A PENETRATIO N ATTACK	105108677	201706897	I597619	TW	3/21/2016	9/1/2017
90167277	Physical Barrier To Inhibit A Penetration Attack	105108307	201706904		TW	3/17/2016	to be discontinued
90167301	PENETRATIO N DETECTION BOUNDARY HAVING A HEAT SINK	105108308	201640411	I595381	TW	3/17/2016	8/11/2017
82116893	PUBLIC KEY CRYPTOGRA PHIC APPARATUS AND METHOD	9902484-6	65885	65885	SG	12/8/1997	5/31/2005
90065900	SHIELD FOR AN ELECTRONIC DEVICE	2016-505442	2016-522471	6145214	JP	3/28/2013	5/19/2017
90378149	SHIELD FOR AN	2017-055281	2017-146976		JP	3/28/2013	to be

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82116887	ELECTRONIC DEVICE	130239	130239	130239	IL	12/8/1997	discontinued
	PUBLIC KEY CRYPTOGRAPHIC APPARATUS AND METHOD						2/24/2004
83247591	PUBLIC KEY CRYPTOGRAPHIC APPARATUS AND METHOD	97953075.5	950302	0950302	GB	12/8/1997	5/8/2013
83782568	CRYPTOGRAPHIC INFORMATION ASSOCIATION TO MEMORY REGIONS	11869688.9	2734951		EP	12/22/2011	to be discontinued
83701892	TRANSITION BETWEEN STATES IN A PROCESSOR	12814434.2	2734903		EP	2/8/2012	to be discontinued
90065896	SHIELD FOR AN ELECTRONIC DEVICE	13880407.5	2979527		EP	3/28/2013	to be discontinued
83247588	PUBLIC KEY CRYPTOGRAPHIC APPARATUS AND	97953075.5	950302	69740590.7	DE	12/8/1997	5/8/2013

90065892 METHOD SHIELD FOR 201380076741 105230145 CN 3/28/2013 to be discontinued
AN ELECTRONI
C DEVICE

PATENT LICENSES

The following Patent Rights are licensed from EntIT Software LLC, Seattle Holdings, Inc. and Seattle SpinCo, Inc. (collectively, the “Seller”) to the Grantor.

Patent Id	Territory	Application No.	Publication No.	Patent No.	Status	Application Title	Filed	Granted	Expiry
82169609	US	10/772065	20050172137	7512800	Granted	Key Management Technique For Establishing A Secure Channel	2/3/2004	3/31/2009	1/19/2026
82097642	US	12/540490	20090154695	8290153	Granted	Selecting Cached Rsa-keys In Response To RSA Key Requests	12/19/2008	10/16/2012	9/26/2023
82097639	US	10/364219	20040156506	7483537	Granted	SELECTING CACHED RSA KEYS IN RESPONSE TO RSA KEY REQUESTS	2/10/2003	1/27/2009	11/24/2024
82118198	US	09/818074	20050190912	7016494	Granted	MULTIPLE CRYPTOGRAPHIC KEY PRECOMPUTE AND STORE	3/26/2001	3/21/2006	7/5/2023
82171331	GB	0308073.6	2400526	2400526	Granted	Key History Tree: Efficient Shared-key Management With Off-line Group Members	4/8/2003	12/21/2005	4/8/2023
82171334	US	10/814608	20050018853	8045713	Granted	Cryptographic Key Update Management Method And Apparatus	3/30/2004	10/25/2011	7/12/2030

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Trademark Application ID	Application Number	Reference Number	Jurisdiction	Filed Date	Mark Name	Mark Type
82300027	MBGU93007953	UZ0024	Uzbekistan	1993-09-13	ATALLA	Word
82299859	74/087132	US1642	United States of America	1990-08-09	ATALLA	Word
82299708	1209517	GB0616	United Kingdom	1983-12-20	ATALLA	Word
82299631	94010052	UA0057	Ukraine	1994-01-03	ATALLA	Word
83863515	103015422	TW1843-1	Taiwan	2014-03-21	ATALLA	Word
82301730	06523/1983	CH0317	Switzerland	1983-11-14	ATALLA	Word
82301230	196861	SE0217	Sweden	1985-06-28	ATALLA	Word
82301065	83/8131	ZA0222	South Africa	1993-06-09	ATALLA	Word
83863446	T1404861G	SG1843-1	Singapore	2014-04-01	ATALLA	Word
82300931	93037700	RU0135	Russian Federation	1993-07-30	ATALLA	Word
83863511	201403359	NO1843-1	Norway	2014-03-21	ATALLA	Word
83863513	994650	NZ1843-1	New Zealand	2014-03-21	ATALLA	Word
83862194	1469338	MX1843-1	Mexico	2014-03-24	ATALLA	Word
83862196	1468830	MX1843-2	Mexico	2014-03-21	ATALLA	Word

Trademark Application ID	Application Number	Reference Number	Jurisdiction	Filed Date	Mark Name	Mark Type
83863442	2014054292	MY1843-1	Malaysia	2014-03-24	ATALLA	Word
83863444	2014054294	MY1843-2	Malaysia	2014-03-24	ATALLA	Word
82300571	ZP9985	LT0060	Lithuania	1993-07-29	ATALLA	Word
82300547	M935921	LV0060	Latvia	1993-06-22	ATALLA	Word
83863440	45-2014-2210	KR1843-1	Korea, Republic of (KR)	2014-03-21	ATALLA	Word
82300483	1838	KZ0040	Kazakhstan	1993-08-23	ATALLA	Word
83862192	2014-021431	JP1843-1	Japan	2014-03-20	ATALLA	Word
83863509	263878	IL1843-1	Israel	2014-03-21	ATALLA	Word
83862190	2701461	IN1843-1	India	2014-03-19	ATALLA	Word
83863438	302936773	HK1843-1	Hong Kong	2014-03-25	ATALLA	Word
82301658	A37819	DE0394	Germany (Federal Republic of)	1983-11-10	ATALLA	Word
82301626	495203	GE0045	Georgia	1993-07-30	ATALLA	Word
82301551	1254271	FR0338	France	1983-12-15	ATALLA	Word
83862188	12711024	EM1843-1	European Union IPO	2014-03-20	ATALLA	Word
82301469	9303786	EE0047	Estonia	1993-04-15	ATALLA	Word
83863517	2014060866	CO1843-1	Colombia	2014-03-20	ATALLA	Word

Trademark Application ID	Application Number	Reference Number	Jurisdiction	Filed Date	Mark Name	Mark Type
83863434	14305992	CN1843-1	China	2014-04-03	ATALLA	Word
83863436	14305991	CN1843-2	China	2014-04-03	ATALLA	Word
82302989	512474	CA0412	Canada	1983-11-17	ATALLA	Word
83863505	840824114	BR1843-1	Brazil	2014-04-10	ATALLA	Word
83863507	840824122	BR1843-2	Brazil	2014-04-10	ATALLA	Word
82302922	662187	BX0319	Benelux	1983-12-08	ATALLA	Word
82302894	842	BY0048	Belarus	1993-08-20	ATALLA	Word
82294324	940235	AZ0010	Azerbaijan	1994-03-18	ATALLA	Word
82302786	AM3106/83	AT0182	Austria	1983-11-09	ATALLA	Word
83862186	1611955	AU1843-1	Australia	2014-03-18	ATALLA	Word
82302754	950898	AM0010	Armenia	1995-11-20	ATALLA	Word
83863430	3.316.779	AR1843-1	Argentina	2014-03-25	ATALLA	Word
83863432	3.316.780	AR1843-2	Argentina	2014-03-25	ATALLA	Word

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
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**Not applicable /
Nothing to report**

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- Adallom