

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VECTRA AI, INC.	FORMERLY VECTRA NETWORKS, INC.	03/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILVER LAKE WATERMAN FUND, L.P., AS AGENT		
Street Address:	2275 SAND HILL ROAD		
Internal Address:	SUITE 100		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87496033	COGNITO	
Serial Number:	86312908	SECURITY THAT THINKS	
Serial Number:	86234420	VECTRA	
Serial Number:	86163703	VECTRA	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6472		
Email:	dmonteblanco@cooley.com		
Correspondent Name:	DEREK MONTEBLANCO		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	317525-104		
NAME OF SUBMITTER:	DEREK MONTEBLANCO		
SIGNATURE:	/DEREK MONTEBLANCO/		
DATE SIGNED:	03/13/2019		

CH \$115.00 87496033

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of March 11, 2019, is executed by VECTRA AI, INC., a Delaware corporation ("*Grantor*"), in favor of SILVER LAKE WATERMAN FUND, L.P., a Delaware limited partnership, as agent ("*Agent*") on behalf of certain lenders ("*Lenders*").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "*Loans*") to Grantor, in the amounts and manner set forth in that certain Loan and Security Agreement by and among, Grantor, Agent and Lenders dated March 23, 2017 (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement). Pursuant to the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor constituting Collateral to secure the Obligations of Grantor under the Loan Agreement.

B. As a condition to that certain Amendment No. 2, by and among Grantor, Agent and Lenders, Agent and Lenders have required Grantor to enter into this Agreement.

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 the Obligations under the Loan Agreement and the other Transaction Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement and the Transaction Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under all of its intellectual property constituting Collateral (all of which shall collectively be called the "*Intellectual Property Collateral*"), including, without limitation, the following solely to the extent constituting Collateral:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "*Patents*"); and

(c) 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*").

2. 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.

3. Grantor hereby authorizes Agent to 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 file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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 and the Lenders 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

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Agent's address is: 2275 Sand Hill Road, Suite 100
Menlo Park, CA 94025

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

VECTRA AI, INC.

By:  _____

Name: Hitesh Sheth

Title: CEO and President

[Signature page to Intellectual Property Security Agreement]

SCHEDULE A

COPYRIGHTS

None.

SCHEDULE B

PATENTS

Title	Application No.	Filing Date	Patent No.	Issue Date
System for implementing threat detection using threat and risk assessment of asset-actor interactions	14/930,368	November 2, 2015	10,050,985	August 14, 2018
System for implementing threat detection using daily network traffic community outliers	14/930,583	November 2, 2015	10,033,752	July 24, 2018
Method and system for detecting threats using passive cluster mapping	14/944,128	November 17, 2015	9,985,979	May 29, 2018
Method and system for detecting bot behavior	14/644,125	March 10, 2015	9,930,053	March 27, 2018
System for detecting threats using scenario-based tracking of internal and external network traffic	14/930,618	November 2, 2015	9,900,336	February 20, 2018
Method and system for detecting threats using metadata vectors	14/944,138	November 17, 2015	9,853,988	December 26, 2017
Method and system for generating durable host identifiers using network artifacts	14/644,187	March 10, 2015	9,847,968	December 19, 2017
Method and system for detecting algorithm-generated domains	14/644,194	March 10, 2015	9,807,110	October 31, 2017
Malicious relay detection on networks	14/644,186	March 10, 2015	9,628,512	April 18, 2017
Detecting network reconnaissance by tracking intranet dark-net communications	14/644,182	March 10, 2015	9,602,533	March 21, 2017
System and method for detecting network intrusions using layered host scoring	14/644,166	March 10, 2015	9,565,208	February 7, 2017
Method and system for detecting external control of compromised hosts	14/644,177	March 10, 2015	9,407,647	August 2, 2016
Systems and methods for capturing, replaying, or analyzing time-series data	14/309,873	June 19, 2014	9,237,164	January 12, 2016
Method and system for learning representations of network flow	15/881,760	January 27, 2018		
System and method for categorizing malware	15/794,935	October 26, 2017		
Method and system for detecting suspicious administrative activity	15/702,454	September 12, 2017		
Method and system for detecting malicious payloads	15/702,507	September 12, 2017		
System and method for detecting intrusions through real-time processing of traffic with extensive historical perspective	14/643,931	March 10, 2015		
Malware Update Detection	15/418,599	1/27/2017		
Control Channel Communication Detection	15/418,645	1/27/2017		
High-Volume Network Threat Trace Engine	15/438,489	2/21/2017		
Malicious Relay And Jump-System Detection Using Behavioral Indicators Of Actors	16/164,727	10/18/2018		

SCHEDULE C

TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
COGNITO	87496033	June 19, 2017	5536976	August 7, 2018
SECURITY THAT THINKS	86312908	June 18, 2014	4969330	May 31, 2016
VECTRA	86234420	March 27, 2014	4809532	September 8, 2015
VECTRA	86163703	January 13, 2014	4778111	July 21, 2015