

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521473

<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>
Verimatrix, Inc.		04/29/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS SAS, as Security Agent		
<b>Street Address:</b>	72, rue du Faubourg Saint-Honoré		
<b>City:</b>	Paris		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	75008		
<b>Entity Type:</b>	Société Par Actions Simplifiée (Sas): FRANCE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76242991	VERIMATRIX	
<b>Serial Number:</b>	76977744	VERIMATRIX	
<b>Serial Number:</b>	78705216	VIDEOMARK	
<b>Serial Number:</b>	78943599	VIEWRIGHT	
<b>Serial Number:</b>	77563844	VERIMATRIX	
<b>Serial Number:</b>	77573492	VERIMATRIX	
<b>Serial Number:</b>	85125409	STREAMMARK	
<b>Serial Number:</b>	86582427	VERSPECTIVE	
<b>Serial Number:</b>	87260880	VERSPECTIVE	
<b>Serial Number:</b>	87576779	VTEGRITY	
<b>Serial Number:</b>	87955003	VERITEEM	
<b>Serial Number:</b>	88080176	RIGHTSCONNEX	
<b>Serial Number:</b>	88080188	VIEWTHORITY	
<b>Serial Number:</b>	88254081	NTITLEME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	312-993-2622		

CH \$365.00 76242991

**Email:** gayle.grocke@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 330 N. Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 063432-0001

**NAME OF SUBMITTER:** Gayle D. Grocke

**SIGNATURE:** /gdg/

**DATE SIGNED:** 04/30/2019

**Total Attachments: 5**

source=NY-#34348821-v1-EXECUTED\_Trademark\_Security\_Agreement\_(Verimatrix)#page1.tif

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Confirmatory Grant") is made effective as of April 29, 2019 by and from Verimatrix, Inc., a California corporation (the "Grantor"), to and in favor of Glas SAS (the "Grantee"), for itself and as Agent and Security Agent for the Secured Parties (as defined in the Security Agreement referenced below).

WHEREAS, Inside Secure, a French société anonyme, incorporated under the laws of France, as Issuer and Original Guarantor, the Grantor, certain other obligors, Grantee as agent and security agent and Apera Capital Private Debt GP1 S.à r.l., as arranger, have entered into a Subscription Agreement dated as of January 22, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Subscription Agreement").

WHEREAS, the Grantor and the Grantee have entered into a Pledge and Security Agreement dated as of April 29, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks listed on Exhibit A attached hereto, which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Finance Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of the Secured Obligations. Upon the termination of the Security Agreement in accordance with its terms, the Grantee shall promptly execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby pledges, assigns and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to, to the extent constituting Material Intellectual Property, (1) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those listed on Exhibit A; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (5) all rights to sue for past, present, and future

infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (6) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks").

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Confirmatory Grant effective as of the date first written above.

VERIMATRIX, INC.

By: 

Name: Amedeo D'Angelo

Title: Chief Executive Officer

Signature Page to Confirmatory Grant of  
Security Interest in United States  
Trademarks (Verimatrix, Inc.)

TRADEMARK

REEL: 006633 FRAME: 0408

CONFIRMATORY GRANT OF SECURITY INTEREST  
 IN UNITED STATES TRADEMARKS  
 Exhibit A - SCHEDULE OF TRADEMARKS

Filing Date	Reg. Date	Class Code	Mark/Title	App No.	Reg. No.	Status
Apr 19, 2001	Dec 6, 2005	009	VERIMATRIX	76242991	3024002	Registered
Apr 19, 2001	Sep 2, 2008	042	VERIMATRIX	76977744	3496359	Registered
Sep 1, 2005	Jun 1, 2010	009	VIDEOMARK	78705216	3797612	Registered
Aug 2, 2006	Sep 2, 2008	009	VIEWRIGHT	78943599	3497258	Registered
Sep 5, 2008	Apr 7, 2009	042	VERIMATRIX (Design)	77563844	3602371	Registered
Sep 18, 2008	Apr 14, 2009	009	VERIMATRIX (Design)	77573492	3606016	Registered
Sep 8, 2010	Oct 25, 2011	009	STREAMMARK	85125409	4046660	Registered
Mar 31, 2015	Jun 28, 2016	042	VERSPECTIVE	86582427	4989816	Registered
Dec 7, 2016		009	VERSPECTIVE	87260880		Allowed
Aug 21, 2017		009	VTEGRITY	87576779		Allowed
Aug 21, 2017		042	VTEGRITY	87576779		Allowed
Jun 8, 2018		009	VERTHEEM	87955003		Allowed
Jun 8, 2018		042	VERTHEEM	87955003		Allowed
Aug 15, 2018		009	RIGHTSCONNEX	88080176		Allowed

Exhibit A-1

Filing Date	Reg. Date	Class Code	Mark/Title	App No.	Reg. No.	Status
Aug 15, 2018		042	RIGHTSCONNEX	88080176		Allowed
Aug 15, 2018		009	VIEWTHORITY	88080188		Pending
Aug 15, 2018		042	VIEWTHORITY	88080188		Pending
Jan 8, 2019		009	NTTLEME	88254081		Pending
Jan 8, 2019		042	NTTLEME	88254081		Pending

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REEL: 006633 FRAME: 0410

RECORDED: 04/30/2019