

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL GUARDIAN LLC		05/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 SOUTH WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4258056	DIGITAL GUARDIAN	
Registration Number:	2968543	VERDASYS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0166		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	05/29/2019		
Total Attachments: 11			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of May 29, 2019, is made by DIGITAL GUARDIAN LLC (F/K/A DIGITAL GUARDIAN, INC.), a Delaware limited liability company (the “Grantor”), in favor of GOLUB CAPITAL LLC (“Agent”) in its capacity as administrative agent for the Lenders (as defined below). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of June 22, 2018, made by Grantor in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Original Agreement”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain lenders from time to time party thereto (collectively, referred to as the “Lenders”), the other Loan Parties, and Agent, in its capacity as administrative agent for the Lenders, dated as of June 22, 2018 (as amended, restated, supplemented, 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. Grantor previously entered into the Original Agreement.

C. 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 and Agent hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure the payment and performance of all of the Obligations when due, each Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a first priority security interest (subject to Permitted Liens) in all of such Grantor’s right, title and interest in, to and under the intellectual property owned by such Grantor (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, in each case owned by such Grantor (collectively, the “Copyrights”), including without limitation the Copyright registrations and applications set forth on Exhibit A attached hereto;

(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 such 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, in each case owned by such Grantor (collectively, the “Patents”), including without limitation the Patent registrations and applications set forth on Exhibit B attached hereto;

(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, in each case owned by such Grantor (collectively, the “Trademarks”), including without limitation the Trademark registrations and applications set forth on Exhibit C attached hereto;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, in each case owned by such Grantor (collectively, the “Mask Works”), including, without limitation the Mask Work registrations and applications set forth on Exhibit D attached hereto;

(g) Any and all claims for damages by way of past, present and future infringements and dilutions 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;

provided, for the avoidance of doubt, “Intellectual Property Collateral” shall not include any Excluded Property.

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 with the United States Patent and Trademark Office or United States Copyright Office (or any successor office), as applicable, upon request by Agent.

The terms and provisions of this Agreement (including the exhibits hereto) may not be amended, except in a writing executed by the Grantor and Agent. Notwithstanding the foregoing sentence, the Grantor hereby authorizes Agent to file a duplicate original of this Agreement containing amended exhibits reflecting any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement. Notwithstanding the foregoing, no failure to modify this Agreement or amend the exhibits to this Agreement shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Intellectual Property Collateral, whether or not listed in the exhibits to this Agreement.

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 other Loan 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 permitted 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 (except as otherwise expressly provided in the Loan Agreement), and all of such rights shall inure to the benefit of Agent's successors and permitted assigns.

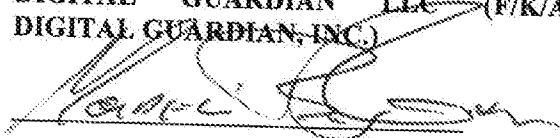
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York excluding conflict 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 Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DIGITAL GUARDIAN LLC (F/K/A
DIGITAL GUARDIAN, INC.)


By: Mordecai Rosen


Title: President, Chief Executive Officer and Secretary

[Signature Page to A&R Intellectual Property Security Agreement (Golub/Digital Guardian)]

TRADEMARK
REEL: 006656 FRAME: 0688

AGENT:

GOLUB CAPITAL LLC



By: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to A&R Intellectual Property Security Agreement (Golub/Digital Guardian)]

TRADEMARK
REEL: 006656 FRAME: 0689

EXHIBIT A

Copyrights

None

EXHIBIT B
Patents

Country	Title	Status	Application Number	Application Date	Publication No.	Publication Date	Patent Number	Grant Date
P.C.T.	SYSTEMS AND METHODS FOR GENERATING POLICIES FOR AN APPLICATION USING A VIRTUALIZED ENVIRONMENT	Pending	PCT/US2016/055188	10/3/2016	WO 2017/062313	4/13/2017	n/a	n/a
United States of America	SYSTEMS AND METHODS FOR GENERATING POLICIES FOR AN APPLICATION USING A VIRTUALIZED ENVIRONMENT	Granted	14/878415	10/8/2015	2017-0103201	4/13/2017	9977896	5/22/2018
United States of America	SYSTEMS AND METHODS OF PROTECTING DATA FROM INJECTED MALWARE	Pending	15/223944	7/29/2016	2017-0032118	2/2/2017	n/a	n/a
United States of America	SYSTEMS AND METHODS OF PROTECTING DATA FROM MALWARE PROCESSES	Pending	15/223947	7/29/2016	2017-0032123	2/2/2017	n/a	n/a
United States of America	PRE-EMPTIVE ANTI-VIRUS PROTECTION OF COMPUTING SYSTEMS	Granted	10/912611	8/5/2004	2006-0031937	n/a	7712135	5/4/2010
Canada	IDENTIFYING SIMILARITIES AND HISTORY OF MODIFICATION WITHIN LARGE COLLECTIONS OF UNSTRUCTURED DATA	Granted	2553654	1/21/2004	n/a	n/a	2553654	4/22/2014
Japan	IDENTIFYING SIMILARITIES AND HISTORY OF MODIFICATION WITHIN LARGE COLLECTIONS OF UNSTRUCTURED DATA	Granted	2006-501066	1/21/2004	2006-516775	7/6/2006	4667362	1/21/2011
United States of America	IDENTIFYING HISTORY OF MODIFICATION WITHIN LARGE COLLECTIONS OF UNSTRUCTURED DATA	Granted	10/738924	12/17/2003	2004-0167921	8/26/2004	7490116	2/10/2009
United States of America	IDENTIFYING SIMILARITIES WITHIN LARGE COLLECTIONS OF UNSTRUCTURED DATA	Granted	10/738919	12/17/2003	2004-0172394	9/2/2004	6947933	9/20/2005
Canada	DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Granted	2553429	1/21/2004	n/a	n/a	2553429	1/3/2017
Japan	DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Granted	2006-501056	1/21/2004	2006-518893	8/17/2006	4667359	1/21/2011
United States of	DIGITAL ASSET USAGE	Granted	10/716336	11/18/2003	2004-0255160	12/16/2004	7472272	12/30/2008

Country	Title	Status	Application Number	Application Date	Publication No.	Publication Date	Patent Number	Grant Date
America	ACCOUNTABILITY VIA EVENT JOURNALING	Granted	12/316125	12/9/2008	2009-0198765	8/6/2009	7934091	4/26/2011
United States of America	DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Granted	2006-501062	1/21/2004	2006-525562	11/9/2006	4667360	1/21/2011
Japan	MANAGED DISTRIBUTION OF DIGITAL ASSETS	Granted	10/706871	11/12/2003	2005-0060537	3/17/2005	7814021	10/12/2010
United States of America	MANAGED DISTRIBUTION OF DIGITAL ASSETS	Granted	10/995020	11/22/2004	2006-0123101	6/8/2006	7496575	2/24/2009
United States of America	APPLICATION INSTRUMENTATION AND MONITORING	Granted	2553648	1/21/2004	n/a	n/a	2553648	8/27/2013
Canada	ADAPTIVE TRANSPARENT ENCRYPTION	Granted	2006-501065	1/21/2004	2007-524878	8/30/2007	4667361	1/21/2011
Japan	ADAPTIVE TRANSPARENT ENCRYPTION	Granted	10/750321	12/31/2003	2004-0221172	11/4/2004	7100047	8/29/2006
United States of America	ADAPTIVE TRANSPARENT ENCRYPTION	Granted	11/510891	8/28/2006	2006-0294373	12/28/2006	7409547	8/5/2008
United States of America	ENHANCED DOCUMENT AND EVENT MIRRORING FOR ACCESSING CONTENT	Pending	13788509.1	5/7/2013	2847686	3/18/2015	n/a	n/a
United States of America	ENHANCED DOCUMENT AND EVENT MIRRORING FOR ACCESSING INTERNET CONTENT	Granted	13889345	5/7/2013	2014-0129920	5/8/2014	9489356	11/8/2016
United States of America	ENHANCED DOCUMENT AND EVENT MIRRORING FOR ACCESSING INTERNET CONTENT	Pending	15/343242	11/4/2016	2017-0093925	3/30/2017	n/a	n/a
United States of America	ENHANCED DOCUMENT AND EVENT MIRRORING FOR ACCESSING INTERNET CONTENT	Pending	15/728137	10/9/2017	n/a	n/a	n/a	n/a
United States of America	IDENTIFYING POTENTIAL MISUSE OR EXFILTRATION OF DATA	Pending	15/837168	12/11/2017	n/a	n/a	n/a	n/a
United States of America	SYSTEMS AND METHODS FOR IDENTIFYING CONTENT TYPES FOR DATA LOSS PREVENTION	Pending	15/837172	12/11/2017	n/a	n/a	n/a	n/a
United States of America	SYSTEMS AND METHODS FOR IDENTIFYING PERSONAL IDENTIFIERS IN CONTENT	Pending	15/879588	1/25/2018	n/a	n/a	n/a	n/a
United States of America	SYSTEMS AND METHODS FOR DEFINING AND SECURELY SHARING OBJECTS IN PREVENTING DATA BREACH OR EXFILTRATION	Pending	15/896333	2/14/2018	n/a	n/a	n/a	n/a
United States of America	SYSTEMS AND METHODS FOR DETERMINING A LIKELIHOOD OF	Pending						

Country	Title	Status	Application Number	Application Date	Publication No.	Publication Date	Patent Number	Grant Date
	AN EXISTENCE OF MALWARE ON AN EXECUTABLE							

EXHIBIT C

Trademarks

Country	Status	App. No.	Application Date	Reg. No.	Registration Date	Trademark	Goods
United States of America	Registered	78/227169	3/18/2003	4258056	12/11/2012	DIGITAL GUARDIAN	CLASS 09: Computer software for audit and control of information assets and information asset use.
United States of America	Registered	78/291716	8/25/2003	2968543	7/12/2005	VERDASYS	CLASS 09: Computer software for audit and control of information assets and information asset use.; CLASS 42: Computer software technical support services, namely, troubleshooting of computer software problems, and computer software installation and maintenance, all related to the audit and control of information assets and information asset use.
Canada	Registered	1188589	9/9/2003	TMA628113	12/10/2004	DIGITAL GUARDIAN	Computer software for audit and control of information assets and information asset use.
Canada	Registered	1188766	9/10/2003	TMA695824	9/7/2007	VERDASYS	Computer software, namely, software for use in audit and control of information assets and information asset use.
							Computer software support services, namely, troubleshooting of computer software problems; computer software installation and maintenance; all related to the audit and control of information assets and information asset use.
European Union	Registered	003357341	9/15/2003	003357341	12/19/2005	DIGITAL GUARDIAN	CLASS 09: Computer software for information security purposes.
European Union	Registered	003370798	9/22/2003	003370798	11/19/2004	VERDASYS	CLASS 09: Computer software; computer software for audit and control of information assets and information asset use.; CLASS 42: Computer software support services; computer software support services, namely, troubleshooting of computer software problems; computer software installation and maintenance; all related to the audit and control of information assets and information asset use.
Japan	Registered	2003-081074	9/18/2003	4752237	2/27/2004	DIGITAL GUARDIAN	CLASS 09: Computer software, equipment and parts and other electronic applications.
Japan	Registered	2003-081075	9/18/2003	4808516	10/8/2004	VERDASYS	CLASS 09: Computer software, equipment and parts and other electronic applications.; CLASS 42: Loan advice or consultation and guidance on maintenance or design and creation of programs of the electronic computer; installation of computer software; maintenance or design and create a program of computer; electronic computer; the provision of computer program

EXHIBIT D

Mask Works

None