

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeroFox, Inc.		06/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86110460		
Serial Number:	87912061		
Serial Number:	85860282	RISKIVE	
Serial Number:	86110027	ZEROFOX	
Serial Number:	87912007	ZEROFOX	
Serial Number:	87912036	ZEROFOX	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	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:	054809-0050		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	06/26/2019		
Total Attachments: 9			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of June 26, 2019, is made by ZeroFox, Inc., a Delaware corporation (the "Grantor"), in favor of HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (together with its successors and assigns, in such capacity, the "Agent").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions or entities from time to time party thereto (the "Lenders") and Agent, dated as of the date hereof (as amended, restated, amended and 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. 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 hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(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 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, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

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

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, *provided*, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

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 upon request by Agent. Each Grantor shall promptly provide to Agent copies of all applications or registrations that it files for Patents, Trademarks, Copyrights or mask works, together with evidence of the recording of this Agreement (as may be amended, restated, supplemented or otherwise modified from time to time), required for Agent to perfect and maintain a first priority perfected security interest in such property.

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

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 related 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 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, and all of such rights shall inure to the benefit of Agent's successors and assigns.

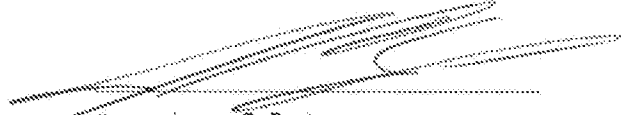
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding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

GRANTOR:

ZEROFOX, INC., a Delaware corporation



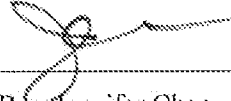
By: James C. Foster

Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Security Agreement (Hercules/ZeroFox)]

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation



By: Jennifer Choe

Title: Assistant General Counsel

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date
Social network scanning	14218522 2014-03-18	9055097 2015-06-09
Protecting against suspect social entities	14327068 2014-07-09	9191411 2015-11-17
Social threat scoring	14445203 2014-07-29	9027134 2015-05-05
Social network security monitoring	14566971 2014-12-11	9544325 2017-01-10
Social network profile data removal	14690804 2015-04-20	9674214 2017-06-06
Social network data removal	14690677 2015-04-20	9674212 2017-06-06
Identification of Vulnerability to Social Phishing	15207052 2016-07-11	(20170013014)
Social Network Security Monitoring	15401691 2017-01-09	(20170126732)
End User Social Network Protection Portal	15883589 2018-01-30	(20180218157)
Methods For Automated Social Phishing	15944254 2018-04-03	(20190014148)
Social Media Rule Engine	15944176 2018-04-03	(20180288070)
Organizational Social Threat Reporting	16050891 2018-07-31	(20190036960)
Social Network Page Protection	16050922 2018-07-31	(20190036937)
Social threat correlation	15998423 2018-08-15	(20190058721)
Malicious social media account identification	15998930 2018-08-17	(20190068632)
Troll Account Detection	16118678 2018-08-31	(20190065748)
Automated Social Account Removal	16167947 2018-10-23	(20190124109)

EXHIBIT C

U.S. TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
Design Only 	42	86110460 05-NOV-2013	4559711 01-JUL-2014	Registered.
Design Only 	35, 41, 42, 45	87912061 08-MAY-2018		Pending.
RISKIVE	42	85860282 26-FEB-2013	443119 26-NOV-2013	Registered.
ZEROFOX	42	86110027 04-NOV-2013	4559694 01-JUL-2014	Registered.
ZEROFOX	35, 41, 42, 45	87912007 08-MAY-2018		Pending.
ZEROFOX 	35, 41, 42, 45	87912036 08-MAY-2018		Pending.

FOREIGN TRADEMARKS




Country	Mark	Class(es)	Filing Date	Registration Date	Comments
Chile	Design Only 	42	1219208 26-AUG-2016		Pending.
Chile	ZEROFOX	42	1219213 26-AUG-2016		Pending.
European Union	Design Only 	41, 42, 45	17897874 10-MAY-2018	17897874 11-OCT-2018	Registered.
European Union	ZEROFOX	41, 42, 45	17897872 10-MAY-2018	17897872 11-OCT-2018	Registered.
European Union	ZEROFOX 	41, 42, 45	17897873 10-MAY-2018	17897873 11-OCT-2018	Registered.
United Kingdom	ZEROFOX	41, 42, 45	3325689 19-JUL-2018	3325689 12-OCT-2018	Registered.

EXHIBIT D
MASK WORKS

None.