

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYFACTOR, INC., formerly known as CERTIFIED SECURITY SOLUTIONS, INC.		08/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88184590	SECURE EVERY DIGITAL IDENTITY	
Serial Number:	88058034	KEYFACTOR	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	08/09/2019		
Total Attachments: 3			
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**FIRST AMENDMENT
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is entered into by and between **COMERICA BANK** ("Bank") and **KEYFACTOR, INC.**, a Delaware corporation, formerly known as Certified Security Solutions, Inc. ("Grantor"), as of August 7, 2019.

RECITALS

A. Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of July 17, 2017 (as the same may be amended or modified from time to time, the "Agreement").

B. Grantor and Bank desire to amend the Agreement as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Wherever the name of Grantor is used in the Agreement, it shall hereafter mean Keyfactor, Inc.

2. Exhibit C of the Agreement is hereby deleted and replaced with the Exhibit C attached hereto.

3. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Grantor of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

4. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof.

5. This Amendment may be executed in counterparts, each of which counterpart shall constitute one instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

KEYFACTOR, INC., a Delaware corporation,
formerly known as Certified Security Solutions, Inc.

By: 

Title: Controller


COMERICA BANK

By: 

Title: VICE PRESIDENT

EXHIBIT C

U.S. Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
SECURE EVERY DIGITAL IDENTITY	88/184590	11/7/18	n/a	n/a
KEYFACTOR	88/058034	7/30/18	n/a	n/a
 VERDETTO	87/243012	11/20/16	n/a	n/a
 CMS	87/243011	11/20/16	n/a	n/a
VSCEP	87/242997	11/20/16	n/a	n/a
VERDETTO	87/242992	11/20/16	n/a	n/a
CMS	87/242991	11/20/16	n/a	n/a
 CSS	87/243017	11/20/16	5,541,727	8/14/18
IT'S YOUR PKI	87/242998	11/20/16	5,667,014	1/29/19
CSS	87/242987	11/20/16	5,541,726	8/14/18
TRUST EVERY DEVICE	86/918195	2/24/16	5,192,520	4/25/17