

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onapsis Inc.		10/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Agent		
Street Address:	100 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86824448	ONAPSIS X1	
Serial Number:	86573257	ONAPSIS	
Serial Number:	86573221	ONAPSIS RESEARCH LABS	
Serial Number:	86573238	ONAPSIS SECURITY PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	10/15/2019		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of October 15, 2019, is made by ONAPSIS INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of GOLUB CAPITAL LLC (“Agent”) in its capacity as administrative agent for the Lenders (as defined below).

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”) and Agent, in its capacity as administrative agent for itself and the Lenders, dated as of the date hereof (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. 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 first priority security interest (subject to Permitted Liens) 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 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) Other than Excluded Licenses, 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 (whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor).

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any trademark applications filed on an “intent-to-use” basis until the earlier, in each case, of the filing of a statement of use with respect thereto or the issuance of a registration therefor.

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.

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. 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 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 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 Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ONAPSIS INC.

By:  _____

Name: Mariano Nunez

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

AGENT:

GOLUB CAPITAL LLC

A handwritten signature in black ink, appearing to read 'Robert G. Tuchscherer', is written over a horizontal dotted line.

By: Robert G. Tuchscherer

Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Status</u>	<u>Owner</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Pub. No.</u>
SYSTEM AND METHOD FOR FAST PROBABILISTIC QUERYING ROLE-BASED ACCESS CONTROL SYSTEMS	Issued	Onapsis Inc.	15254136	09/01/2016	10242206	20180060593
SYSTEM AND METHOD FOR REAL TIME DETECTION AND PREVENTION OF SEGREGATION OF DUTIES VIOLATIONS IN BUSINESS-CRITICAL APPLICATIONS	Issued	Onapsis Inc.	14923491	10/27/2015	10257228	20160119380
SYSTEM AND METHOD FOR AUTOMATIC CALCULATION OF CYBER-RISK IN BUSINESS-CRITICAL APPLICATIONS	Issued	Onapsis Inc.	14924240	10/27/2015	9923917	20160119373
SYSTEM AND METHOD FOR EVENT-BASED DATA ACQUISITION IN REAL-TIME APPLICATIONS	Published	Onapsis Inc.	15463192	03/20/2017		20180268018
GENERATING RULES TO DETECT SECURITY VULNERABILITIES BASED ON VULNERABILITY PRIMITIVES WITH ENTRY POINT FINDER	Published	Onapsis Inc.	15675969	08/14/2017		20190052602
AUTOMATIC IMPACT DETECTION AFTER PATCH IMPLEMENTATION WITH ENTRY POINT FINDER	Published	Onapsis Inc.	15675995	08/14/2017		20190050574

<u>Description</u>	<u>Status</u>	<u>Owner</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Pub. No.</u>
ENTRY POINT FINDER	Published	Onapsis Inc.	15676044	08/14/2017		20190050579
CHECKING FOR UNNECESSARY PRIVILEGES WITH ENTRY POINT FINDER	Published	Onapsis Inc.	15676172	08/14/2017		20190050575
APPARATUS AND METHOD FOR DETECTING, PRIORITIZING AND FIXING SECURITY DEFECTS AND COMPLIANCE VIOLATIONS IN SAP® ABAP™ CODE	Issued	Virtual Forge GmbH	13046257	03/11/2011	8402547	20120017280
SYSTEM AND METHOD FOR DETECTING DATA EXTRUSION IN SOFTWARE APPLICATIONS	Issued	Virtual Forge GmbH	13621379	09/17/2012	10025688	20130024942
SYSTEM AND METHOD FOR AUTOMATIC CORRECTION OF A DATABASE CONFIGURATION IN CASE OF QUALITY DEFECTS	Published	Virtual Forge GmbH	13921834	06/19/2013		20140379664
METHOD FOR DETECTING VULNERABILITIES IN SOFTWARE	Published	Virtual Forge GmbH	15834381	12/07/2017		20190180035

EXHIBIT C

Trademarks

ONAPSIS X1 (standard character mark); Serial No. 86-824,448; class 42.

ONAPSIS (standard character mark); Serial No. 86-573,257; class 42.

ONAPSIS RESEARCH LABS (standard character mark); Serial No. 86-573,221; class 42.

ONAPSIS SECURITY PLATFORM (standard character mark); Serial No. 86-573,238; class 42.

VIRTUAL FORGE (standard character mark); App. No. 79-153,750; class 9, 41 and 42

EXHIBIT D

Mask Works

None.