

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Armor Defense Inc.		07/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5478568	ARMOR THE FIRST TOTALLY SECURE CLOUD COM	
Registration Number:	4403623	FIRECLOUD	
Registration Number:	3782624	FIREHOST	
Registration Number:	5016685		
Registration Number:	5016683		
Registration Number:	5031940	SECURED BY ARMOR	
Registration Number:	5085586	SECURED BY ARMOR	
Serial Number:	88037432	ARMOR	
Serial Number:	88655581		
Serial Number:	88061812	ARMOR ANYWHERE	
Serial Number:	88061819	ARMOR COMPLETE	
Registration Number:	4631173	PAYMENT ISLAND	
Registration Number:	4488247	STAND OUT IN THE CLOUD	
Registration Number:	4377873	FLUIDSCALE	
Registration Number:	3847650	FIREHOST	
CORRESPONDENCE DATA			
Fax Number:	2146616849		
<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>			

CH \$390.00 5478568

TRADEMARK

Phone: 2149535949
Email: ckuykendall@jw.com
Correspondent Name: Clinton J. Kuykendall
Address Line 1: 2323 Ross Avenue, Suite 600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	218803.00455
NAME OF SUBMITTER:	Clinton J. Kuykendal
SIGNATURE:	/Clinton J. Kuykendall/
DATE SIGNED:	10/16/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of July 23, 2019 (the “**Effective Date**”), by and between SILICON VALLEY BANK, a California corporation (“**Bank**”), and ARMOR DEFENSE INC., a Delaware corporation, (“**Armor Defense**”), and ARMOR DEFENSE LIMITED, a company incorporated in England and Wales (“**Armor Defense Limited**” and, together with Armor Defense, collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank 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 or 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 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, extensions, 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.

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 Bank.

3. **Authorization.** Grantor hereby authorizes Bank 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.

4. **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 Bank 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.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:

ARMOR DEFENSE, INC.,
a Delaware corporation

By: _____
Name: Robert Mostella
Title: CEO

ARMOR DEFENSE LIMITED,
a company incorporated in England and Wales

By: _____
Name: Robert Mostella
Title: Officer

BANK:

SILICON VALLEY BANK,
a California corporation

By: _____
Name: _____
Title: _____

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:

ARMOR DEFENSE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ARMOR DEFENSE LIMITED,
a company incorporated in England and Wales

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK,
a California corporation

By: Carly McLean
Name: Carly McLean
Title: Vice President

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B
PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Extracting Malicious Instructions on a Virtual Machine in a Network Environment	15/169203	05/31/16
Detecting Malicious Instructions on a Virtual Machine	16/169282	05/31/16
Detecting Malicious Instructions on a Virtual Machine Using Profiling	15/169320	05/31/16
Extracting and Detecting Malicious Instructions on a Virtual Machine	15/169304	05/31/16
Extracting Malicious Instructions on a Virtual Machine	15/169248	05/31/16
Detecting Malicious Instructions in a Virtual Machine Memory	15/169230	05/31/16
Extracting Malicious Instructions on a Virtual Machine in a Network Environment	16869078.2	11/16/16
Extracting Malicious Instructions on a Virtual Machine in a Network Environment	11201804196W	11/16/16

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARMOR THE FIRST TOTALLY SECURE CLOUD COMPANY and Design	5478568	5/29/18
FIRECLOUD	4403623	09/17/13
FIREHOST (Stylized)	3782624	04/27/10
FIREHOST	3847650	09/14/10
Miscellaneous Design	5016685	08/09/16
Miscellaneous Design	5016683	08/09/16
SECURED BY ARMOR	5031940	08/30/16
SECURED BY ARMOR and Design	5085586	11/22/16
ARMOR	88037432	07/13/18
ARMOR and Design	88655581	10/23/17
ARMOR ANYWHERE	88061812	08/01/18
ARMOR COMPLETE	88061819	08/01/18
PAYMENT ISLAND	4631173	11/04/14
STAND OUT IN THE CLOUD	4488247	02/15/14
FLUIDSCALE	4377873	07/30/13

EXHIBIT D
MASK WORKS

Description

Registration/
Application
Number

Registration/
Application
Date

None.