

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM552893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Esentire, Inc.		12/11/2019	Corporation: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Ally Bank, as Agent
Street Address:	300 Park Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5870776	ESLOG
Registration Number:	5870775	ESENDPOINT
Registration Number:	5870774	ESNETWORK
Registration Number:	5682938	ESENTIRE DNS FIREWALL
Registration Number:	5917516	ESENTIRE MDR
Registration Number:	5784506	ESENTIRE MANAGED DETECTION AND RESPONSE
Registration Number:	5682939	CYMON
Registration Number:	5742351	ESENTIRE TRAP
Registration Number:	5592746	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS
Registration Number:	5592745	ESENTIRE LOG SENTRY
Registration Number:	5592744	ESENTIRE HOST INTERCEPTOR
Registration Number:	4468573	ESENTIRE
Registration Number:	5764184	THREATCASE
Registration Number:	5764183	THREATCASE
Registration Number:	5208838	CONTEXT RELEVANT
Registration Number:	5208836	CONTEXT RELEVANT
Registration Number:	4968019	CONTEXT RELEVANT
Serial Number:	87488607	ESARTEMIS MDR PLATFORM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87488567	ESARTEMIS
Serial Number:	87488491	ESARTEMIS MDR TECHNOLOGY
Serial Number:	87099458	ESENTIRE TRAINING DAY
Serial Number:	87135513	ESENTIRE ENDPOINT MANAGED DETECTION AND
Serial Number:	87135517	ESENTIRE ENDPOINT MDR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1162651
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	12/11/2019

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of December, 2019, by and between the Grantor listed on the signature pages hereof (the "Grantor"), and ALLY BANK, a Utah state bank ("Ally"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 11, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among 1126833 B.C. Ltd., a British Columbia company ("Parent"), eSentire, Inc., a British Columbia company ("eSentire"), each of eSentire's Subsidiaries party thereto from time to time as a borrower (together with eSentire, each individually a "Borrower" and, collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Canadian Guarantee and Security Agreement, dated as of December 11, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Canadian Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Canadian Guarantee and Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Canadian Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*; provided that, all terms, definitions and other provisions of the Credit Agreement incorporated by reference into this Trademark Security Agreement shall be determined as if such terms, definitions and other provisions

were interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademark registrations and applications referred to on Schedule I;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademark registrations and renewals; and
- (d) all products and proceeds (as that term is defined in the Code or PPSA, as applicable) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

(subject to any exceptions set forth in the Canadian Guarantee and Security Agreement); **provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.**

The Grantor confirms that it has rights in the Trademark Collateral (or the power to transfer rights in the Trademark Collateral), value has been given by the Lender Group to such Grantor, such Grantor and the Agent have not agreed to postpone the time for attachment of any security interest created by this Trademark Security Agreement to any Trademark Collateral of such Grantor, and that it has received a copy of this Trademark Security Agreement. The security interest provided herein is intended to attach upon the execution by the Grantor of this Trademark Security Agreement (as to Trademark Collateral in which any such Grantor has rights as of such time), and thereafter, at the time upon which any such Grantor acquires rights in any such after-acquired Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Agent or the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Canadian Guarantee and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Canadian Guarantee and Security Agreement, the Canadian Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER.
THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE CANADIAN GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the party hereto has caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ESENTIRE, INC.

By: 

Name: James Yersh

Title: Chief Administrative Officer

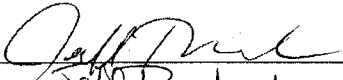
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006813 FRAME: 0477

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ALLY BANK, a Utah state bank

By: 
Name: Jeff Rushak
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

United States Trademarks

Owner	Trademark	Filing Date/Registration Date	Serial/Registration No.
eSentire, Inc.	ESLOG	10/1/2019	87502708/ 5870776
eSentire, Inc.	ESENDPOINT	10/1/2019	87502694/ 5870775
eSentire, Inc.	ESNETWORK	10/1/2019	87502637/ 5870774
eSentire, Inc.	ESARTEMIS MDR PLATFORM	6/14/2017	87488607
eSentire, Inc.	ESARTEMIS	6/14/2017	87488567
eSentire, Inc.	ESARTEMIS MDR TECHNOLOGY	6/14/2017	87488491
eSentire, Inc.	ESENTIRE TRAINING DAY	7/11/2016	87099458
eSentire, Inc.	ESENTIRE DNS FIREWALL	2/26/2019	87099422/ 5682938
eSentire, Inc.	ESENTIRE MDR	11/26/2019	87099400/ 5917516
eSentire, Inc.	ESENTIRE MANAGED DETECTION AND RESPONSE	6/25/2019	87358348/ 5784506
eSentire, Inc.	ESENTIRE ENDPOINT MANAGED DETECTION AND RESPONSE	8/11/2016	87135513
eSentire, Inc.	CYMON	2/26/2019	87099441/ 5682939
eSentire, Inc.	ESENTIRE ENDPOINT MDR	8/11/2016	87135517
eSentire, Inc.	ESENTIRE TRAP	5/7/2019	86457394/ 5742351
eSentire, Inc.	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS PLATFORM	10/30/2018	86457375/ 5592746

Owner	Trademark	Filing Date/Registration Date	Serial/Registration No.
eSentire, Inc.	ESENTIRE LOG SENTRY	10/30/2018	86457328/ 5592745
eSentire, Inc.	ESENTIRE HOST INTERCEPTOR	10/30/2018	86457294/ 5592744
eSentire, Inc.	ESENTIRE	1/21/2014	85574578/ 4468573
eSentire, Inc.	THREATCASE	5/28/2019	87443263/ 5764184
eSentire, Inc.	THREATCASE	5/28/2019	87443260/ 5764183
eSentire, Inc.	CONTEXT RELEVANT Design	5/23/2017	87199280/ 5208838
eSentire, Inc.	CONTEXT RELEVANT Design	5/23/2017	87199265/ 5208836
eSentire, Inc.	CONTEXT RELEVANT Design	5/31/2016	86756306/ 4968019

Canadian Trademarks

Owner	Trademark	Filing Date/Registration Date	Application/Registration No.
eSentire, Inc.	esLOG	4/9/2019	1842313/ TMA1018927
eSentire, Inc.	esENDPOINT	4/9/2019	1842316/ TMA1018926
eSentire, Inc.	esNETWORK	4/9/2019	1842320/ TMA1018925
eSentire, Inc.	ESARTEMIS MDR PLATFORM	5/25/2017	1839231
eSentire, Inc.	ESARTEMIS	5/25/2017	1839237
eSentire, Inc.	ESARTEMIS MDR TECHNOLOGY	5/25/2017	1839235
eSentire, Inc.	ESENTIRE MANAGED DETECTION AND RESPONSE	1/9/2019	1822988/ TMA1012500

Owner	Trademark	Filing Date/Registration Date	Application/Registration No.
eSentire, Inc.	ESENTIRE ENDPOINT MDR	7/19/2019	1792582/ TMA1042869
eSentire, Inc.	ESENTIRE ENDPOINT MANAGED DETECTION AND RESPONSE	7/19/2019	1792584/ TMA1042870
eSentire, Inc.	ESENTIRE TRAINING DAY	6/27/2016	1788834/ TMA1042970
eSentire, Inc.	ESENTIRE MDR	7/12/2019	1788500/ TMA1040576
eSentire, Inc.	ESENTIRE MANAGED THREAT DETECTION AND RESPONSE	7/12/2019	1788501/ TMA1040571
eSentire, Inc.	CYMON	1/30/2018	1788254/ TMA989660
eSentire, Inc.	ESENTIRE DNS FIREWALL	1/30/2018	1788255/ TMA989658
eSentire, Inc.	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS PLATFORM	11/17/2017	1701523/ TMA985121
eSentire, Inc.	ESENTIRE TRAP	11/17/2017	1701522/ TMA985120
eSentire, Inc.	ESENTIRE LOG SENTRY	11/17/2017	1701524/ TMA985119
eSentire, Inc.	ESENTIRE NETWORK INTERCEPTOR	11/17/2017	1701526/ TMA985118
eSentire, Inc.	ESENTIRE HOST INTERCEPTOR	11/17/2017	1701528/ TMA985117
eSentire, Inc.	ACTIVE THREAT PROTECTION	3/8/2016	1683719/ TMA930967
eSentire, Inc.	ESENTIRE	2/7/2013	1561336/ TMA842701

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently in Use

None

Trademark Licenses

None