TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IONIC SECURITY INC.		10/26/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3475 Piedmont Road, Suite 560
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4707520	IONIC SECURITY
Registration Number:	4816044	IONIC SECURITY
Serial Number:	87665007	CUSTOMER MANAGED TRUST
Serial Number:	87665004	CUSTOMER MANAGED TRUST
Serial Number:	87665009	CUSTOMER MANAGED TRUST

CORRESPONDENCE DATA

Fax Number:	8004947512

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:	202-370-4756
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Jay daSilva
Address Line 1:	1025 Vermont Ave NW, Suite 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1178130 TM
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	01/22/2020

OP $140.00 4707520

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 26, 2018 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 3475 Piedmont Road, Suite 560, Atlanta, Georgia 30305 ("**Bank**") and **IONIC SECURITY INC.**, a Delaware corporation with its principal place of business located at 1170 Peachtree Street NE, Suite 400, Atlanta, Georgia 30309 ("**Grantor**").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and Nguran Corporation dated as of December 20, 2016, as amended by a certain First Amendment to Loan and Security Agreement dated as of even date herewith between Bank, Grantor and Nguran Corporation (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   <u>Grant of Security Interest</u>. To secure Grantor's obligations to Bank, 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 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 <u>Exhibit A</u> 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.   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.

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4. <u>Execution in Counterparts</u>. 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.

5. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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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:

IONIC SECURITY INC.

By:_____

Title:_____

BANK:

SILICON VALLEY BANK

By:_____

Title: _Managing Director_____

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:

IONIC SECURITY INC.

By: _Jon Versteeg_

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

N/A

Patents

Description	Registration/ Application Number	Registration/ Application Date
System And Methods For Encryption And Provision Of Information Security Using Platform Services.	10020935/ 15469871	July 10, 2018
Systems And Methods For Encryption And Provision Of Information Security Using Platform Services	15477541/ 10020936	July 10 2018
Systems And Methods For Encryption And Provision Of Information Security Using Platform Services	15017284/ 9608809	March 28, 2017
Systems And Methods For Encryption And Provision Of Information Security Using Platform Services	15017290/ 9608810	March 28, 2017
Systems And Methods For Encryption And Provision Of Information Security Using Platform Services	15017255/ 9614670	April 4, 2017
Systems And Methods For Providing Information Security Using Context-Based Keys	14843504/ 10095874	October 9, 2018
Change Of Name Recorded – from Social Fortress, Inc. to Ionic Security executed April 19, 2013		
Systems And Methods For Providing Information Security Using Context-Based Keys	13523411/ 9224000	December 29, 2015
Change of Name Recorded – From Social Fortress, Inc. to Ionic Security Executed April 19, 2013		
Systems And Methods For Providing Information Security Using Context-Based Keys	15054484/ 9621343	April 11, 2017
Change of Name recorded – from Social Fortress, Inc. to Ionic Security executed April 19, 2013		

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<u>EXHIBIT C</u>

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mark: Customer Managed Trust **Description**: (Int'l Class: 35)- data usage analytics and visibility services, namely, business data analysis	87665007	June 5, 2018
Mark: Customer Managed Trust **Description**: (Int'l Class: 09)- computer software for encryption; mobile device software for encryption; computer software platforms for data protection and privacy; computer software for data usage analytics and visibility; software for identity and credential management, application rights management and cloud discovery	87665004	June 5, 2018
Mark: Customer Managed Trust **Description**: (Int'l Class: 42)- data encryption services; computer and internet security testing services to determine and identify information and network security vulnerabilities and risks and help to prioritize remediations; and computer security services, namely, enforcing, restricting and controlling access privileges of users of computing resources for cloud, mobile or network resources based on assigned credentials or policies	87665009	June 5, 2018
Mark: Ionic Security **Description**: (Int'l Class: 09)- computer software for encryption; mobile device software for encryption; computer software platforms for data protection and privacy; computer software for data usage analytics and visibility; software for identity and credential management, application rights management and cloud discovery	86345320/ 4707520	July 23, 2014/ March 24, 2015
Mark: Ionic Security **Description**: (Int'l Class: 35)-data usage analytics and visibility services, namely, business data analysis (Int'l Class: 42)-data encryption services; computer and internet security testing services to determine and identify information and network security vulnerabilities and risks and help to prioritize remediations; and computer security services, namely, enforcing, restricting and controlling	86345321/4816044	July 23, 2014/ September 22, 2015

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access privileges of users of computing resources for
cloud, mobile or network resources based on assigned
credentials or policies

Common Law Unregistered Trademarks:

Ionic
Ionic.com
IDC
Verified Blind Exchange
VBE
In Math We Trust
Trust, Reimagined

IONIC

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
N/A		

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