

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kentik Technologies, Inc.		05/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vistara Technology Growth Fund III Limited Partnership		
Street Address:	1622 W. 7th Avenue, Suite 200		
Internal Address:	Attn: Randy Garg		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6J 1S5		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88749506	KENTIK	
Serial Number:	88614985	CLOUDHELIX	
Serial Number:	86551636	KENTIK	
Serial Number:	86921253	KENTIK DETECT	
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:	05/07/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 7, 2020 by and between VISTARA TECHNOLOGY GROWTH FUND III LIMITED PARTNERSHIP, a Canadian limited partnership, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent"), and KENTIK TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loan") in the amount and manner set forth in that certain Loan and Security Agreement dated of even date herewith by and between Collateral Agent, the Lenders and Grantor (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). The Lenders are willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for 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 Intellectual Property.

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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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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:

Address of Grantor:

625 2nd Street, Suite 100
San Francisco, CA 94107
Attn: Avraham Freedman

KENTIK TECHNOLOGIES, INC.

By: 
Name: AVI FREEDMAN
Title: CEO

COLLATERAL AGENT AND LENDER:

Address of Collateral Agent:

c/o Vistara Capital Partners
1622 W. 7th Avenue, Suite 200
Vancouver, BC V6J 1S5
Canada
Attn: Randy Garg and John O'Donoghue

VISTARA TECHNOLOGY GROWTH FUND III
LIMITED PARTNERSHIP

By: VISTARA GENERAL PARTNER III INC.
Its: General Partner

By: _____
Name: Ranjan Garg
Title: Managing Director

[Signature Page to US Intellectual Property Security Agreement]

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TRADEMARK
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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:

Address of Grantor:

KENTIK TECHNOLOGIES, INC.

625 2nd Street, Suite 100
San Francisco, CA 94107
Attn: Avraham Freedman

By: _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:

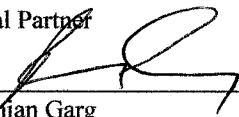
Address of Collateral Agent:

VISTARA TECHNOLOGY GROWTH FUND III
LIMITED PARTNERSHIP

c/o Vistara Capital Partners
1622 W. 7th Avenue, Suite 200
Vancouver, BC V6J 1S5
Canada
Attn: Randy Garg and John O'Donoghue

By: VISTARA GENERAL PARTNER III INC.

Its: General Partner

By:  _____
Name: Ranjan Garg
Title: Managing Director

[Signature Page to US Intellectual Property Security Agreement]

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EXHIBIT A

Copyrights

None.

EXHIBIT B

US Patents

Title	Patent Registration/ Application Serial No.	Registration/ Filing Date
Network Monitoring, Detection, and Analysis System	9942253	4/10/2018
Network Monitoring, Detection, and Analysis System	15895740	2/13/2018
Analyzing network traffic by enriching inbound network flows with exit data	16378386	4/8/2019

Non-US Patent Registrations

County	Title	Serial No.	Filing Date
EP	Network Monitoring, Detection, and Analysis System	177382702	1/13/2017

EXHIBIT C

US Trademarks

Trademark	Serial No.	Filing Date
KENTIK	88749506	1/7/2020
CLOUDHELIX	88614985	9/12/2019
KENTIK	86551636	3/3/2015
KENTIK DETECT	86921253	2/26/2016

Non-US Trademark Registrations

Country	Trademark	Serial/Registration No.	Filing Date
EU/WIPO	KENTIK	IR 1295576	2/26/2016
EU/WIPO	KENTIK DETECT	IR 1295653	2/26/2016