

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeroFox, Inc.		05/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5993602	TAKEDOWN-AS-A-SERVICE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054809-0050		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/07/2020		
Total Attachments: 4			
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OP \$40.00 5993602

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Supplement") dated as of May 7, 2020, is made by ZEROFOX, INC., a Delaware corporation (the "Grantor"), in favor of HERCULES CAPITAL, INC., a Maryland corporation in its capacity as administrative agent and collateral agent for itself and the Lenders (together with its successors and assigns, in such capacity, the "Agent").

RECITALS

A. Grantor entered into a Loan and Security Agreement with certain financial institutions or entities from time to time party thereto (the "Lenders") and Agent, dated as of June 26, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement").

B. Pursuant to the terms of the Loan Agreement, Grantor entered into an Intellectual Property Security Agreement in favor of Agent, dated as of June 26, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Intellectual Property Security Agreement"), to grant and pledge to the Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement).

C. Grantor has acquired an additional patent application filed with the U.S. Patent and Trademark Office ("USPTO"), as indicated on Schedule 1 attached hereto (the "Additional Patent"), and the Agent and Grantor desire to amend Exhibit B to the Intellectual Property Security Agreement to include the Additional Patent.

D. Grantor has acquired an additional trademark registered with the USPTO, as indicated on Schedule 1 attached hereto (the "Additional Mark" and together with the Additional Patent, the "Additional IP"), and the Agent and Grantor desire to amend Exhibit C to the Intellectual Property Security Agreement to include the Additional Mark.

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:

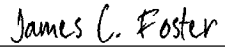
SECTION 1. Exhibits B and C to the Intellectual Property Security Agreement. Exhibits B and C to the Intellectual Property Security Agreement shall be amended to include the Additional IP. The security interest granted to the Agent under the Intellectual Property Security Agreement shall extend to the Additional IP, and the Additional IP shall be, and be deemed to be, part of the Intellectual Property Collateral.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ZEROFOX, INC.,
a Delaware corporation

DocuSigned by:

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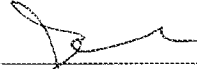
Name: James C. Foster

Title: Chief Executive Officer and President

[SIGNATURE CONTINUES ON THE NEXT PAGE]

AGENT:

HERCULES CAPITAL, INC.,
a Maryland corporation



By Jennifer Choe

Title: Associate General Counsel

[Signature Page to Supplement to Intellectual Property Security Agreement (Hercules/ZeroFox)]

TRADEMARK
REEL: 006933 FRAME: 0152

SCHEDULE 1

to
Supplement to Intellectual Property Security Agreement

Copyrights

None.

Patents

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date
Identification of Vulnerability to Social Phishing	16686834 2019-11-18	(20200092164)

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
TAKEDOWN-AS-A-SERVICE	35, 41, 42, 45	88070747 08-AUG-2018	5993602 25-FEB-2020