

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forescout Technologies, Inc.		08/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Administrative Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4563551	CONTROLFABRIC	
Registration Number:	4563552	CONTROLFABRIC	
Registration Number:	3226968	COUNTERACT	
Registration Number:	3137793	FORESCOUT	
Registration Number:	4563553	FORESCOUT	
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:	058516-0046		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/17/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 17, 2020, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Forescout Technologies, Inc., a Delaware corporation (the “Grantor”) in favor of Owl Rock Capital Corporation (“Owl Rock”), as Administrative Agent (as defined herein).

Reference is made to that certain Pledge and Security Agreement, dated as of August 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower (as defined herein) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among, inter alios, Ferrari Intermediate, Inc., a Delaware corporation, Forescout Technologies, Inc., a Delaware corporation (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Owl Rock, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor,

at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

FORESCOUT TECHNOLOGIES, INC., as Grantor

By: 

Name: Darren Milliken

Title: Senior Vice President, General Counsel, Corporate
Secretary and Corporate Compliance Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007024 FRAME: 0868

SCHEDULE I

Trademarks

Registered Owner	Registration Number	Trademark
Forescout Technologies, Inc.	4,563,551	CONTROLFABRIC
Forescout Technologies, Inc.	4,563,552	CONTROLFABRIC & Design
Forescout Technologies, Inc.	3,226,968	COUNTERACT
Forescout Technologies, Inc.	3,137,793	FORESCOUT
Forescout Technologies, Inc.	4,563,553	FORESCOUT & Design

SCHEDULE II

Patents

Registered Owner	Patent Number	Title
Forescout Technologies, Inc.	9,027,079	Method and system for dynamic security using authentication servers
Forescout Technologies, Inc.	8,639,800	Method and device for determining network device status
Forescout Technologies, Inc.	8,590,004	Method and system for dynamic security using authentication server
Forescout Technologies, Inc.	8,254,286	Method and system for detection of NAT devices in a network
Forescout Technologies, Inc.	6,363,489	Method for automatic intrusion detection and deflection in a network
Forescout Technologies, Inc.	9,191,398	Method and system for alert classification in a computer network

Registered Owner	Patent Number	Title
Forescout Technologies, Inc.	9,628,497	Method and System for Classifying a Protocol Message in a Data Communication Network
Forescout Technologies, Inc.	10,382,215	Device Identification and Policy Enforcement Using Power Over Ethernet (POE)
Forescout Technologies, Inc.	10,574,678	Name Translation Monitoring
Forescout Technologies, Inc.	10,560,336	Network Visibility
Forescout Technologies, Inc.	10,530,764	Post-Connection Client Certificate Authentication
Forescout Technologies, Inc.	10,440,119	Sub-Networks Based Security Method, Apparatus And Product
Forescout Technologies, Inc.	10,237,351	Sub-Networks Based Security Method, Apparatus And Product
Forescout Technologies, Inc.	10,652,278	Compliance Monitoring
Forescout Technologies, Inc.	10,705,821	Enhanced Device Updating
Forescout Technologies, Inc.	10,652,116	Device Classification

Patent Applications

Registered Owner	Application Number	Title
Forescout Technologies, Inc.	16/459,936	Device identification and policy enforcement using power over ethernet (poe)

Registered Owner	Application Number	Title
Forescout Technologies, Inc.	16/710,822	Post-connection client certificate authentication
Forescout Technologies, Inc.	16/752,289	Name translation monitoring
Forescout Technologies, Inc.	16/844,678	Compliance monitoring
Forescout Technologies, Inc.	16/728,808	Network visibility
Forescout Technologies, Inc.	15/461,816	Method and System For Classifying A Protocol Message In A Data Communication Network
Forescout Technologies, Inc.	15/463,227	Device identification
Forescout Technologies, Inc.	15/598,207	Account monitoring
Forescout Technologies, Inc.	15/841,956	Contextual risk monitoring
Forescout Technologies, Inc.	14/153,110	Method and device for determining network device status
Forescout Technologies, Inc.	15/937,547	Device classification based on rank
Forescout Technologies, Inc.	15/936,180	Device visibility and scanning including network segments
Forescout Technologies, Inc.	16/023,553	Visibility and scanning of a variety of entities

Registered Owner	Application Number	Title
Forescout Technologies, Inc.	16/023,284	Dynamic segmentation management
Forescout Technologies, Inc.	16/144,051	Segmentation management including visualization, configuration, simulation, or a combination thereof
Forescout Technologies, Inc.	16/144,130	Segmentation management including translation
Forescout Technologies, Inc.	16/023,413	Self-training classification
Forescout Technologies, Inc.	16/237,229	Rogue device detection including mac address spoofing detection
Forescout Technologies, Inc.	16/352,618	Adaptive access control management
Forescout Technologies, Inc.	16/297,335	Behavior based profiling
Forescout Technologies, Inc.	16/583,023	Network portion risk assessment
Forescout Technologies, Inc.	62/831,118	Attack surface minimization
Forescout Technologies, Inc.	16/450,697	Adaptive scanning
Forescout Technologies, Inc.	16/454,729	Comprehensive risk assessment
Forescout Technologies, Inc.	16/584,001	Anomaly detection including property changes

Registered Owner	Application Number	Title
Forescout Technologies, Inc.	16/723,799	Increasing data availability
Forescout Technologies, Inc.	16/729,015	Framework for investigating events
Forescout Technologies, Inc.	16/260,453	Sub-networks based security method, apparatus and product
Forescout Technologies, Inc.	16/834,921	Multiple sourced classification
Forescout Technologies, Inc.	16/835,999	Clustering enhanced analysis
Forescout Technologies, Inc.	16/915,926	Multiple granularity classification
Forescout Technologies, Inc.	16/915,958	Information enhanced classification

SCHEDULE III

Copyrights

None.

Copyright Applications

None.

SCHEDULE III

RECORDED: 08/17/2020

**TRADEMARK
REEL: 007024 FRAME: 0874**